



159261

DAVID F. FISHER
Vice President,
Associate General Counsel

Pillsbury Center - M.S. 21K9
200 South Sixth Street
Minneapolis, Minnesota, 55402

TELEPHONE NUMBER: 612/330-5017
FAX NUMBER: 612/330-4286

January 23, 1995

Carol Graszer Ropski
Emergency Support Section
U.S. Environmental Protection Agency (HSE-5J)
77 West Jackson Boulevard
Chicago, Illinois 60604

Re: Request for Information Pursuant to Section 104(e) of
CERCLA, 42 U.S.C. Section 9604(e); Sauget Area 2, Site
Q (formerly known as the Sauget & Company Landfill,
Sauget, Illinois) Superfund Site

Dear Ms. Graszer Ropski:

The Pillsbury Company is in receipt of a Request for
Information issued by Mr. Richard C. Karl, Chief, Emergency &
Enforcement Response Branch, Region 5, of the U.S. Environmental
Protection Agency, regarding a possible release of hazardous
substance(s) at the above-referenced Site.

We assume, based upon receipt of the Request for
Information, that the EPA has reason to believe that The
Pillsbury Company may have information in its possession, custody
or control regarding the Site covering an unspecified period of
time.

Our responses to the Request for Information are submitted
below. For your convenience, we have restated each of the
information requests as presented by Mr. Karl, stating thereafter
our applicable response. For all purposes of the response, the
term "Site" shall refer to the Sauget Area 2, Site Q (formerly
known as the Sauget & Company Landfill, Sauget, Illinois)
Superfund Site, as identified in the Definitions included with
the Request for Information. Other land references will be to
premises leased to The Pillsbury Company along the East bank of
the Mississippi River at Sauget, Illinois, for a period of time
during the 1980's, which location hereafter shall be referred to
as the "Leased Premises". The Pillsbury Company does not have
sufficient information at this time to determine whether any part
of the Leased Premises was included within the boundaries of the
Site, as described by the EPA.

All information is submitted upon information and belief of
The Pillsbury Company or of personnel of The Pillsbury Company as
revealed in existing documents submitted with this Response.

Carol Graszer Ropski
January 23, 1995
Page 2

The Pillsbury Company furthermore respectfully requests the EPA to furnish any information which the EPA may have, or which it may have within its control, including copies of all documents, tending to indicate a relationship between the Site and The Pillsbury Company, or any of Pillsbury's parent companies or subsidiaries, or between individuals or firms disposing of materials reportedly generated by or acquired from such entities. Any such information or materials may be forwarded to the undersigned at the address indicated above. The Pillsbury Company is prepared to pay for the reasonable and actual costs incurred by the EPA in responding to this request. Please consider this a request for information pursuant to the Freedom of Information Act, as amended 5 U.S.C. Section 552.

**RESPONSES OF THE PILLSBURY COMPANY
TO REQUEST FOR INFORMATION
Sauget Area 2, Site Q**

1. If you have reason to believe that there may be persons able to provide a more detailed or complete response to any Information Request or who may be able to provide additional responsive documents, identify such persons.

RESPONSE: Unknown, except as may otherwise be identified in documents submitted with this Response.

2. Describe the relationship, involvement, or association between Respondent and each of the following entities: Eagle Marine Industries, Inc.; Riverport Terminal and Fleeting Company; Notre Dame Fleeting & Towing Service, Inc.; Fred H. Leyhe; Paul Sauget; Sauget and Company.

RESPONSE: Eagle Marine Industries, Inc. -- None known.

Riverport Terminal and Fleeting Company -- owned approximately 84 acres of property on the East bank of the Mississippi River at Sauget, Illinois, which it leased for a period of time from June 30, 1979, through approximately the year 1988, to The Pillsbury Company (the "Leased Premises").

Notre Dame Fleeting & Towing Service, Inc. -- None known.

Fred H. Leyhe -- None known.

Paul Sauget -- This is the same name as that of an individual who appears to have been President of the Board of Trustees, Village of Sauget, Illinois

in or about May, 1980, who executed, on behalf of the Village of Sauget, Illinois, a Loan Agreement between the Village of Sauget, Illinois, and The Pillsbury Company regarding the use of Industrial Revenue Bonds for the purpose of assisting in the establishment of certain improvements on the Leased Premises, consisting of facilities for the unloading of grain and other commodities from railroad cars and trucks, and the loading of such commodities into barges. Other than as so noted, The Pillsbury Company is not now aware of any other contact or relationship between The Pillsbury Company and any individual named Paul Sauget.

Sauget and Company -- None known.

3. Describe the nature of your activities and business at the Site and the activities or businesses of any lessees or agents at the Site.

RESPONSE: During a period of time commencing July 30, 1979, and ending approximately in the year 1988, The Pillsbury Company maintained facilities at the Leased Premises for the unloading of grain and other commodities from railroad cars and trucks, and the loading of such commodities onto river barges. In the year 1988, The Pillsbury Company transferred its interest in the Leased Premises to ConAgra Company, Omaha, Nebraska.

4. State the dates during which you owned, operated, used any easement, constructed improvements to the railroad tracks, or requested the construction of improvements to the railroad tracks, or leases (sic) the Site and provide copies of all documents evidencing or relating to such ownership, operation, construction contracts, easements, or lease arrangement (e.g., deeds, leases, etc.).

RESPONSE: Please refer to the documents attached and identified below. After diligent search, The Pillsbury Company believes that these documents constitute all relevant documents, items or things still within its possession or control which relate to the Leased Premises --

Memorandum dated May 30, 1980, from C.F. Buckley, of Monsanto Company, to D.T. Mayer, of Monsanto Company, concerning excavation work on a railway right-of-way on the Leased Premises;

Incident Report dated June 5, 1980, by Carl A. Smith (dec.), of The Pillsbury Company, concerning the rupture of buried materials during the week of May 26, 1980, located on or about the Leased Premises;

Letter dated June 30, 1980, from John H. Allen (ret.), of The Pillsbury Company, to Riverport Terminal & Fleeting Company and Monsanto Company, concerning the rupture of buried materials during the week of May 26, 1980, located on or about the Leased Premises;

Letter dated July 9, 1980, from Phocion S. Park, of Monsanto Company, to John H. Allen (ret.), of The Pillsbury Company, responding to the letter, above, of June 30, 1980;

Letter dated July 21, 1980, from John H. Allen (ret.), of The Pillsbury Company, to Phocion S. Park, of Monsanto Company, responding to the letter, above, of July 9, 1980;

Letter dated July 25, 1980, from Phocion S. Park, of Monsanto Company, to John H. Allen (ret.), of The Pillsbury Company, responding to the letter, above, of July 21, 1980;

Letter dated August 5, 1980, from John H. Allen (ret.), of The Pillsbury Company, to Phocion S. Park, of Monsanto Company, responding to the letter, above, of July 25, 1980;

Letter dated September 12, 1980, from Phocion S. Park, of Monsanto Company, to John H. Allen (ret.), of The Pillsbury Company, responding to the letter, above, of August 5, 1980;

"Notification of Hazardous Waste Site" dated June 4, 1981, issued by Carl A. Smith (dec.), of The Pillsbury Company, to the United States Environmental Protection Agency, Region 5, pursuant to Section 103(c) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (Superfund), concerning the incident identified in the Incident Report, above, dated June 5, 1980, by Carl A. Smith (dec.), of The Pillsbury Company;

Carol Graszer Ropski
January 23, 1995
Page 5

Memorandum dated June 10, 1982, from Russ Bragg (ret.), of The Pillsbury Company, to Dick Coonrod (ret.), of The Pillsbury Company, concerning the location of possibly toxic materials on or about the Leased Premises;

Letter date June 1, 1982, from David R. Boyce, Chief Flood Plain Management Engineer, Illinois Department of Transportation, to The Pillsbury Company, concerning and attaching a maintenance dredging permit jointly issued by the State of Illinois and the United States Army Corps of Engineers for work near the Leased Premises along the Mississippi River;

Joint Application Form dated on or about June, 1982, directed to the United States Army Corps of Engineers and the State of Illinois Department of Transportation, concerning maintenance dredging near the Leased Premises along the Mississippi River;

Letter dated April 13, 1982, from James R. Morris, Bureau of Resource Management, Illinois Department of Transportation, to E. A. Campbell, of E. A. Campbell & Associates, Inc., professional engineers, concerning work by the latter on maintenance dredging near the Leased Premises along the Mississippi River;

Letter dated April 19, 1982, from E. A. Campbell, of E. A. Campbell & Associates, Inc., professional engineers, to James R. Morris, Bureau of Resource Management, Illinois Department of Transportation, in response to the letter, above, of April 13, 1982;

Letter dated July 7, 1982, from James A. Peterson, Chief, Operations Division, United States Army Corps of Engineers, to E. A. Campbell, of E. A. Campbell & Associates, Inc., professional engineers, concerning and attaching a public notice for work by the latter on maintenance dredging near the Leased Premises along the Mississippi River;

Letter Report dated December 27, 1982, from John S. Stanley, Project Leader, Midwest Research Institute, to Carl Smith (dec.), of The Pillsbury Company, regarding the "Sampling and Analysis of

Carol Graszer Ropski
January 23, 1995
Page 6

Dredged Sediment" in the river bottom of the Mississippi River in connection with maintenance dredging near the Leased Premises along the Mississippi River;

Letter dated January 3, 1983, from Carl A. Smith (dec.), of The Pillsbury Company, to Bruce Yurdin, Division of Water Pollution Control, Illinois Environmental Protection Agency, and Dave Beno, United States Environmental Protection Agency, Region 5, enclosing a copy of the Letter Report of December 27, 1982;

Follow-up letter dated January 14, 1983, from Carl A. Smith (dec.), of The Pillsbury Company, to Bruce Yurdin, Division of Water Pollution Control, Illinois Environmental Protection Agency, Wally Elbeck, Division of Land Pollution Control, Illinois Environmental Protection Agency, and Dave Beno, United States Environmental Protection Agency, Region 5;

Letter dated January 14, 1983, from Michael C. O'Toole, On-Scene Coordinator, United States Environmental Protection Agency, Region 5, to Carl A. Smith (dec.), of The Pillsbury Company, concerning a subsurface investigation on a portion of the Leased Premises;

Letter dated January 27, 1983, from Carl A. Smith (dec.), of The Pillsbury Company, to Richard D. Burke, of Riverport Terminal and Fleeting, Inc., concerning the request by the United States Environmental Protection Agency to conduct a subsurface investigation on a portion of the Leased Premises;

Letter dated February 17, 1983, from Richard D. Burke, of Riverport Terminal and Fleeting, Inc., to the United States Environmental Protection Agency, Region 5, concerning the request by the United States Environmental Protection Agency to conduct a subsurface investigation on a portion of the Leased Premises;

Letter dated February 28, 1983, from Michael C. O'Toole, On-Scene Coordinator, United States Environmental Protection Agency, Region 5, to Richard D. Burke, of Riverport Terminal and

Fleeting Company, concerning a subsurface investigation on a portion of the Leased Premises;

Letter dated May 13, 1983, from Gary D. Beech, Colonel, United States Army Corps of Engineers, to Carl A. Smith (dec.), of The Pillsbury Company, concerning and attaching a maintenance dredging permit issued by the United States Army Corps of Engineers for work near the Lease Premises along the Mississippi River;

Complaint filed in the Circuit Court for the Twentieth Judicial District, St. Clair County, Illinois, entitled People of the State of Illinois vs. Monsanto Company, Docket Number 82CH195;

Official Statement, Village of Sauget, Illinois, Industrial Development Revenue Bonds, issued by Piper, Jaffray & Hopwood, Incorporated, and signed by The Village of Sauget, Illinois, and The Pillsbury Company, on or about May 1, 1980, regarding the establishment of certain improvements on the Leased Premises, consisting of facilities for the unloading of grain and other commodities from railroad cars and trucks, and the loading of such commodities into barges.

5. Describe all evidence or information that you have indicating that a hazardous substance, pollutant, or contaminant was released or threatened to be released at or from the Site and/or its solid waste units during the period you conducted any activity at the Site.

RESPONSE: The Pillsbury Company only has information pertaining to the Leased Premises. Please refer to the Response to Request for Information 4, above.

6. State what you were told about the hazardous substances existing at the Site.

RESPONSE: The Pillsbury Company only has information pertaining to the Leased Premises. Please refer to the Response to Request for Information 4, above.

7. According to a letter addressed to Riverport Terminal & Fleeting Company, dated June 30, 1980, during the week of May 26, 1980, a Pillsbury contractor ruptured a barrel

containing a chemical substance which identified (sic.) as belonging to Monsanto. Answer the following questions pertaining to this "incident":

- a) Completely describe the incident, including but not limited to the following: dates of the incident; time; precise location (including place and depth); the names of the bulldozer drivers and other contractor employees on Site at the time the incident occurred; the number and types of containers exposed or found; the markings on the containers exposed or found; the persons and companies notified of the incident; the date and time of notification; the actions of Respondent's and other person(s) or companies in response to the incident; the date, time and method of disposal of the containers; the date, time and results of any testing of the containers; the person(s) and companies' responsible for arranging for the disposal; the person(s) and companies' responsible for the actual disposal of the container(s); what legal action including any settlements, lease payment abatements or any other agreements resulting from this incident; whether any other containers were exposed during this or the completion of this project; and, when, if ever, work was resumed on the Site;

RESPONSE: Please refer to the Response to Request for Information 4, above.

- b) On a copy of the attached map, please identify where the container was found;

RESPONSE: Please refer to the copy of the map which was attached to the Request for Information, in turn attached hereto, indicating the approximate location as requested. The Pillsbury Company can only make an approximate identification of the location of this incident upon this map, as it is not familiar with the map furnished with the Request for Information.

- c) Identify the contractor and all contractor's and Respondent's employees (including names, addresses, telephone numbers and past and present job titles) directly or indirectly involved in this incident, including but not limited to Carl A. Smith, John H. Allen, M. Dimmitt;

RESPONSE: Please refer to the Response to Request for Information 4, above. Carl A. Smith, formerly of The Pillsbury Company, is deceased; John H. Allen, formerly of The Pillsbury Company, retired some years ago and is believed to be residing in or about Phoenix, Arizona, but the exact location is unknown; The Pillsbury Company is unaware of the whereabouts or affiliation of M. Dimmitt.

- d) If the construction work was being done under the supervision of an engineering department or company, please identify the project engineer, including the name, telephone number, company, address, and position title, and provide copies of the overall engineering drawing for this project;

RESPONSE: Please refer to the Response to Request for Information 4, above.

- e) Please provide copies of all communications and records of communication with Monsanto, its employees, agents and representatives, or insurance companies concerning this incident;

RESPONSE: Please refer to the Response to Request for Information 4, above.

- f) Please explain how Monsanto was identified as being responsible for the container;

RESPONSE: Please refer to the Response to Request for Information 4, above.

- g) Please identify the substance(s) in the container(s); and

RESPONSE: Please refer to the Response to Request for Information 4, above.

- h) Describe whether Respondent has found other containers or barrels at the Site. If yes, please answer questions 7(a) through 7(g) for each incident.

RESPONSE: The Pillsbury Company only has information pertaining to the Leased Premises. The Pillsbury Company believes that the incident referred to is the only incident of its type at or upon the Leased Premises.

Carol Graszer Ropski
January 23, 1995
Page 10

8. Did you ever use, purchase, store, treat, dispose, transport, or otherwise handle any hazardous substances or materials at or to the Site? If the answer to the preceding question is anything but an unqualified "no", identify:

RESPONSE: The Pillsbury Company only has information pertaining to the Leased Premises. The Pillsbury Company believes that it has not handled hazardous substances or materials at or to the Site, other than as may be reflected in documents identified in the Response to Request for Information 4, above. In further response, The Pillsbury Company handled only the loading, unloading and temporary on-site storage of bulk commodities for transport or sale at the Leased Premises.

- a) The chemical composition, characteristics, and physical state (e.g., solid, liquid) of each hazardous substance;

RESPONSE: Please refer to the first Response to this Request for Information 8, above.

- b) Who supplied you with the on (sic) such hazardous substances;

RESPONSE: Please refer to the first Response to this Request for Information 8, above.

- c) How such hazardous substances were used, purchased, generated, stored, treated, transported, disposed, or otherwise handled by you;

RESPONSE: Please refer to the first Response to this Request for Information 8, above.

- d) When such hazardous substances were used, purchased, generated, stored, treated, transported, disposed, or otherwise handled by you;

RESPONSE: Please refer to the first Response to this Request for Information 8, above.

- e) Where such hazardous substances were used, purchased, generated, stored, treated, transported, disposed, or otherwise handled by you; and

RESPONSE: Please refer to the first Response to this Request for Information 8, above.

- f) The quantity of such hazardous substances used, purchased, generated, stored, treated, transported, disposed, or otherwise handled by you.

RESPONSE: Please refer to the first Response to this Request for Information 8, above.

9. Were you told, either directly or indirectly, that any party had used the Site to use, purchase, store, treat, dispose, transport, or otherwise handle any hazardous substances or materials at or to the Site? If the answer to the preceding question is anything but an unqualified "no", identify:

RESPONSE: The Pillsbury Company only has information pertaining to the Leased Premises. Please refer to the Response to Request for Information 4, above.

- a) Who and when (sic.) you were supplied with this information on the storage, use, disposal or transportation of hazardous substances;

RESPONSE: Please refer to the first Response to this Request for Information 9, above.

- b) How such hazardous substances were used, purchased, generated, stored, treated, transported, or disposed;

RESPONSE: Please refer to the first Response to this Request for Information 9, above.

- c) When such hazardous substances were used, purchased, generated, stored, treated, transported or disposed;

RESPONSE: Please refer to the first Response to this Request for Information 9, above.

- d) Where such hazardous substances were used, purchased, generated, stored, treated, transported, or disposed;

RESPONSE: Please refer to the first Response to this Request for Information 9, above.

- e) The quantity of such hazardous substances used, purchased, generated, stored, treated, transported, or disposed; and

RESPONSE: Please refer to the first Response to this Request for Information 9, above.

- f) All maps and drawings of the Site in your possession.

RESPONSE: Please refer to the first Response to this Request for Information 9, above.

10. Identify all leaks, spills, or releases into the environment of any hazardous substances, pollutants, or contaminants that have occurred at or from the Site. In addition, identify:

RESPONSE: The Pillsbury Company only has information pertaining to the Leased Premises. Please refer to the Response to Request for Information 4, above.

- a) When such releases occurred;

RESPONSE: Please refer to the first Response to this Request for Information 10, above.

- b) How the releases occurred;

RESPONSE: Please refer to the first Response to this Request for Information 10, above.

- c) The amount of each hazardous substance, pollutant, or contaminant so released;

RESPONSE: Please refer to the first Response to this Request for Information 10, above.

- d) Where such releases occurred;

RESPONSE: Please refer to the first Response to this Request for Information 10, above.

- e) Any and all activities undertaken in response to each such release or threatened release, including the notification of any agencies or governmental units about the release;

RESPONSE: Please refer to the first Response to this Request for Information 10, above.

- f) Any and all investigations of the circumstances, nature, extent, or location of each release or threatened release, including the results of any soil, water (ground and surface), or air testing undertaken; and

RESPONSE: Please refer to the first Response to this Request for Information 10, above.

- g) All persons with information relating to these releases.

RESPONSE: Please refer to the first Response to this Request for Information 10, above.

11. Has soil ever been excavated or removed from the Site? Unless the answer to the preceding question is anything besides an unequivocal "no", identify:

RESPONSE: The Pillsbury Company only has information pertaining to the Leased Premises. Please refer to the Response to Request for Information 4, above.

- a) Amount of soil excavated;

RESPONSE: Please refer to the first Response to this Request for Information 11, above.

- b) Location of excavation;

RESPONSE: Please refer to the first Response to this Request for Information 11, above.

- c) Manner and place of disposal and/or storage of excavated soil;

RESPONSE: Please refer to the first Response to this Request for Information 11, above.

- d) Dates of soil excavation;

RESPONSE: Please refer to the first Response to this Request for Information 11, above.

- e) Identity of persons who excavated or removed the soil;

RESPONSE: Please refer to the first Response to this Request for Information 11, above.

- f) Reason for soil excavation;

RESPONSE: Please refer to the first Response to this Request for Information 11, above.

- g) Whether the excavation or removed soil contained hazardous materials and why the soil contained such materials;

RESPONSE: Please refer to the first Response to this Request for Information 11, above.

- h) All analyses or tests and results of analyses of the soil that was removed from the Site; and

RESPONSE: Please refer to the first Response to this Request for Information 11, above.

- i) All persons, including contractors, with information about (a) through (h) of this request.

RESPONSE: Please refer to the first Response to this Request for Information 11, above.

12. Identify the acts or omissions of any persons, other than your employees, contractors or agents, that may have caused the release or threat of release of hazardous substances, pollutants, or contaminants and damages resulting therefrom.

RESPONSE: Upon information and belief, The Pillsbury Company was not involved in or responsible for any release or threatened release of hazardous substances, pollutants, or contaminants at or about the Site, or for any damages which may have resulted therefrom. The Pillsbury Company only has information pertaining to the Leased Premises. In further Response, please refer to the Response to Request for Information 4, above.

13. Identify the acts or omissions of any persons, other than your employees, contractors or agents, that may have caused the release or threat of release of hazardous substances, pollutants, or contaminants and damages resulting therefrom.

RESPONSE: Upon information and belief, The Pillsbury Company was not involved in or responsible for any release or threatened release of hazardous substances, pollutants, or contaminants at or about the Site, or for any damages which may have resulted therefrom. The Pillsbury Company only has information pertaining to the Leased Premises. In further response, The Pillsbury Company is aware only of the loading, unloading and temporary on-site storage of bulk commodities for transport or sale at the Leased Premises.

Carol Graszer Ropski
January 23, 1995
Page 15

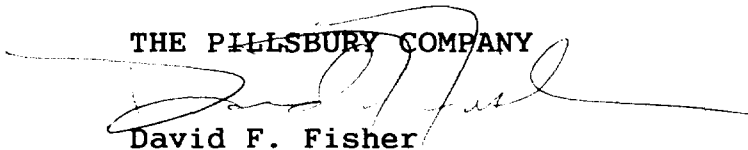
14. Has the Respondent submitted information to other federal, state or local regulatory agencies, including but not limited to the Illinois Pollution Control Agency, Illinois Environmental Protection Agency, U.S. Department of Labor, or U.S. Department of Transportation, either verbally or in writing, concerning its disposal or treatment or arrangement for transportation for disposal or treatment of waste materials, including hazardous substances, at the Site or to the Site. If yes, describe what was requested, what was provided, when information was given, and to who it was given. If written documentation was given please provide a copy of that information in your response to this request.

RESPONSE: Please refer to the Response to Request for Information 4, above.

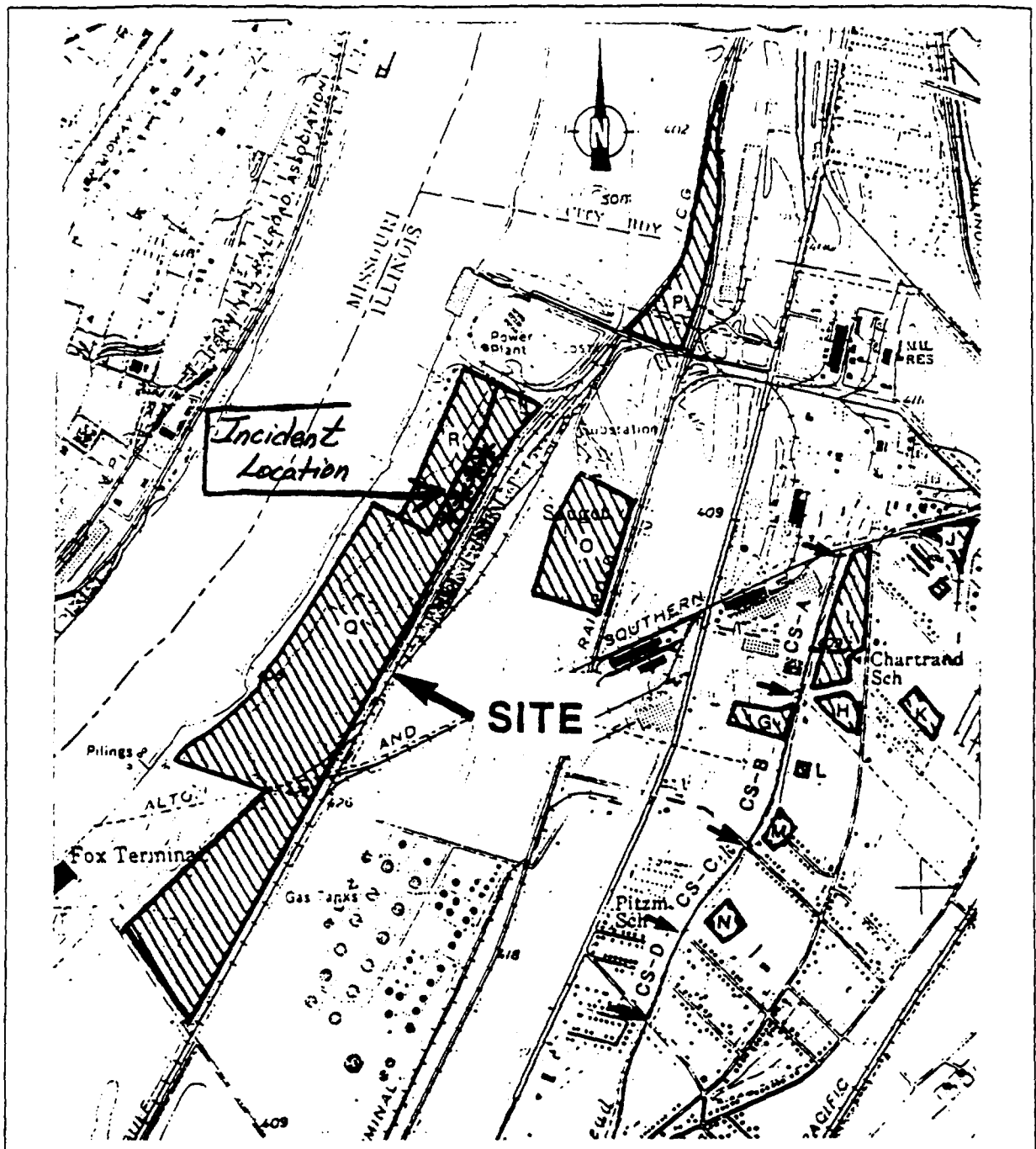
If there is any further information which the United States Environmental Protection Agency may require concerning this matter, please direct your inquiries to the attention of the undersigned at the above address, telephone or facsimile.

Very truly yours,

THE PILLSBURY COMPANY



David F. Fisher



ecology and environment, Inc.

Technical Assistance Team

Region V

111 West Jackson Blvd.
Chicago, IL 60604

TITLE SITE LOCATION MAP		FIGURE # 1
SITE SAUGET AREA 2 - SITE Q		SCALE 1" = 2000'
CITY SAUGET	STATE ILLINOIS	FILE EIL0837SAA



TO: Dick Coonrod - 4022

DATE: June 10, 1982

FROM: Russ Bragg - 3410

DEPT.: Domestic Grain Merchandising

SUBJECT: SAUGET TERMINAL HAZARDOUS WASTE PROBLEMS

Several weeks ago, Carl Smith mentioned that the Chicago EPA had called and alerted Pillsbury to a possible hazardous waste problem on and near our Sauget facility.

Yesterday, Carl indicated we have a deteriorating situation at Sauget. The EPA has discovered a toxic waste leak north of our property that is leaking into the river. Apparently, there is a large deposit of toxic waste barrels buried under the Sauget area, of which a portion may be on our property.

If you remember, when we were constructing our railroad tracks, we had an incident where we uncovered some rusty containers. The EPA was called to our facility, but we have had no communication as to the substance of the containers.

Carl will be visiting a Mr. Dave Beno with the Chicago EPA next week regarding our situation. In his discussions with Carl, two problems have arisen. First, due to the hazardous waste leakage north of our property, we will have difficulty obtaining a dredging permit at Sauget if we need to dredge when the water recedes. Second, we will have to hold off on any purchase attempt, since the owner of the property is responsible for what's under the property, no matter who placed it in the disposal area.

Carl suggested that prior to any future property purchases, especially in locations near industrial areas, that we do test borings to protect against future hazardous waste liabilities.

Feel free to give Carl a call, but on his return from Chicago I have asked him to update us on our situation at Sauget.

Russ
ics

April 13, 1982

SUBJECT: Maintenance Dredging on the
Mississippi River near Sauget

E. A. CAMPBELL & ASSOCIATES, INC.

PROFESSIONAL ENGINEERING

ILLINOIS

PAWNEE, ILLINOIS 62558

201-0000000

Mr. E. A. Campbell, P.E.
President

E. A. Campbell & Associates, Inc.
P. O. Box 217

Pawnee, Illinois 62558

13 April 1982

Mr. James R. Morris, P.E.
Bureau of Resource Management
Division of Water Resources

Dear Mr. Campbell:

We have received the completed joint Application for Permit form; however, before we issue our public notice the following information is needed:

1. Approximate volume and composition of material to be dredged.
2. Location map showing disposal site for material. We do not know where the site is that IEPA Permit No. 880-11 of our OP describes. We state as follows:

3. Dimensions of both the dredge and disposal sites. to be

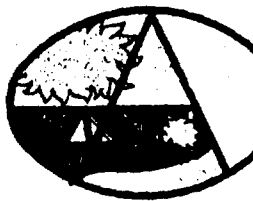
Upon receipt of this information permit processing will continue.

Sincerely,

James R. Morris, P.E.
Bureau of Resource Management

JRM:lma

CC: Carl Smith (The Pillsbury Co.) ✓
St. Louis Corps of Engineers
Env. Prot. Agency



E. A. CAMPBELL & ASSOCIATES, INC.

PROFESSIONAL ENGINEERING

P. O. BOX 217

PAWNEE, ILLINOIS 62558

(217) 625-7773

19 April 1982

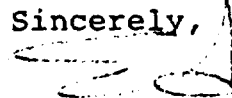
Mr. James R. Morris, P.E.
Bureau of Resource Management
Division of Water Resources
Illinois Department of Transportation
2300 South Dirksen Parkway
Springfield, Illinois 62764

Dear Mr. Morris:

In response to your queries of 13 April; and on behalf of our client, The PILLSBURY Co.; we state as follows:

1. The approximate volume of material to be dredged, on a best guess basis, is 10 to 20 cubic yards per year.
- 1a. The composition of this material will be whatever sediment the Mississippi River deposits in the affected area.
2. Requested location map is attached.
3. In all probability the client will not use a dredge. They have a crane w/clamshell for barge unloading and most likely will use this unit to keep the barging area clear.
- 3a. The disposal site, an old ash pit being properly filled, had an original capacity of about 65,000 cubic yards.

Sincerely,


E. A. Campbell, P.E.

cc: Carl Smith

File Sauget-EP1

THE PILLSBURY COMPANY

PILLSBURY CENTER
MINNEAPOLIS, MINNESOTA 55402

January 3, 1983

Mr. Bruce Yurdin
Division of Water Pollution Control
Illinois EPA
2200 Churchill Road
Springfield, Illinois 62706

Mr. Dave Beno
U.S. EPA, Region V, WOD-26
230 South Dearborn Street
Chicago, Illinois 60604

Dear Bruce and Dave:

Enclosed is the report from the Midwest Research Institute on their Sampling and Analysis of Dredged Sediment at our Sauget, Illinois barge loading facility.

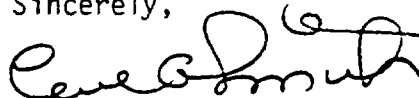
The data includes results on bulk sediment, EP toxicity, PCB,s, dioxins, and general organic compounds.

On Thursday, January 6, 1983 I will be reviewing the data with Dave Beno in Chicago. In my discussions with Bruce it would seem that the results of the analysis would not cause the material to be classified as hazardous waste under chapter #7 of the Illinois Pollution Control Board rules and regulations.

Bruce's Division of Water Control will review the material as well as seeing that the Division of Land Pollution Control has an opportunity to make an assessment of the findings.

I will be hand carrying Dave's copy of this memo to him on Thursday.

Sincerely,



Carl A. Smith
Director Product Safety and
Regulatory Affairs, Agri-Products

Encl.
CAS:1a

P. T. Taylor

3964

FROM
(NAME-LOCATION-PHONE) C.F. Buckley / WGK

DATE : May 30, 1980

cc: M. Dimmitt - The Pillsbury Co.

SUBJECT : EXCAVATION WORK ON PILLSBURY
RAILWAY - SPUR EASEMENT

REFERENCE :

TO : D.T. Mayer

The area concerned was once used as a landfill for municipal solid waste. Although chemical waste was not intentionally deposited in that site, it is evident that there is a significant amount of chemical waste mixed in with other trash and debris. Some of the materials are either corrosive or toxic or both. Some are capable of causing systemic poisoning by skin absorption. The hazards to personnel are:

1. Material uncovered by bulldozing may be splashed, sprayed or projected around by the crushing effect of the bulldozer, especially if contained in a drum or other container which could be burst when crushed.
2. Personnel walking over freshly excavated areas may inadvertently step into exposed material. This is especially dangerous even if no burning sensation is noticed. Some materials can saturate and permeate through leather footwear to create the condition needed for rapid skin absorption.
3. Personnel observed some haze or smoke arising from uncovered material. Thus, the possibility exists that material is present which will react with air and ignite.

My recommendations are:

1. Keep a sharp look-out when bulldozing for drums or pockets of material which could cause material to be splashed or projected around by the force of the bulldozer.
2. If smoke is observed coming from uncovered material, cover it up again as quickly as possible with dry earth or cinders.
3. Personnel working in the area should wear protective clothing and follow good personal hygiene practices as follow:
 - a. Wear coveralls or washable clothing to keep the amount of exposed skin to a minimum, i.e. long sleeves and neck buttoned.
 - b. Protect eyes with goggles (minimum glasses and side shields).
 - c. Wear rubber boots (minimum overshoes).

4. Do not handle any suspect material with bare hands. Rubber gloves provide the best protection. Do not continue to wear cloth or leather gloves or shoes which become contaminated with suspect material. Anything other than fresh clay or cinders should be considered suspect.
5. In the event that anyone is sprayed with material, he should shower and change clothes immediately. A sample of the material should be obtained if possible. (Alternately the location of the material should be noted so that it can be sampled). Expert advice should be sought so that the need for further decontamination or treatment can be determined.
6. If strong or irritant odors are encountered, expert advice should also be sought to determine the need for respiratory protection.

C.F. Buckley

CW

Mississippi River.

conveyer

Office

Store

Monsanto Co.

FRONT

Grading Spur

XXX

Rail Road Spur

U.E. Easement

Cinder Road

U.E. Power Lines

Cinder Road

Chemical Material

Ats. Railroad



TO: Memo for File

DATE: June 5, 1980

FROM: Carl A. Smith M330

DEPT.: Agri Product Safety and
Regulatory AffairsSUBJECT: CHEMICAL EXPOSURE INCIDENT/SAUGET (EAST ST. LOUIS)

On June 4, 1980 Chuck Buirge informed me that there had been an "accident at Sauget the week of May 26th. The story he related was as follows:

Pillsbury has contracted a company to lay trackage at this location. This involves some excavation of the property in order to lay ballast prior to laying the track. While any employee of the contractor was operating a bulldozer, he uncovered and ruptured a barrel of chemical which had an obnoxious odor. Chuck indicated that this area was adjacent to a Monsanto chemical landfill. Monsanto was called; after which several individuals arrived on the premises to investigate, and apparently had the fellow shower and destroy his clothes. This was the only information Chuck had.

An attempt was made to contact Mike Dimmitt but it was learned he was on vacation. The above information was related to both Jack Allen and Betsy Carter of the Law department and it was decided we would contact someone at Monsanto to determine what the facts were. The above situation was then discussed with Harvey Knight. Harvey reached Bob Salstrom who was to find out who, at Monsanto, could be contacted to check on these circumstances. At 8:30 I received a call from Charlotte in East St. Louis who indicated she had a letter in hand from a Mr. C. A. Buckley (phone 618-271-5835), in which he discussed the incident and the letter indicated that the materials uncovered might have consisted of corrosive, toxic and systemic materials. She reviewed other parts of the letter with me and then indicated she would send a copy along with a plat plan of the area indicating the approximate area where the "accident" occurred.

At 10:30 A.M. 6/5/80 I made contact with Mr. C. A. Buckley at Monsanto who is an Industrial Hygienist and has been at this Monsanto location in excess of 20 years. I explained to him the nature of my call, that being to get information on the incident since Mr. Mike Dimmitt was on vacation and was unavailable for comment.

The following is Mr. Buckley's understanding of the issues: On the 29th of May a phone call from Pillsbury was received by Mr. Don Mayer who is the Monsanto contact with Pillsbury. The phone call did not indicate the seriousness of the situation so that Mr. Buckley and five or six others went over to the site expecting the "very worst".

They had been informed that a drum could have exploded. Upon arrival they did not find anything out of the ordinary. There were no signs of any exposed barrels of chemicals but only a guy driving a bulldozer in the area who turned out to be the party which had the mishap. They talked with him, examined him, examined the bulldozer, examined his clothes, and examined the exposed parts of his body and there did not indicate any evidence that there had been any splashes or contact made with any chemical. He indicated that he had hit a container which had burst and sprayed out and after a bit he felt a burning on the skin after which he apparently washed up and went back to work about the time a phone call was made to Monsanto to tell them that something had happened. Mr. Buckley indicated several times that they could not find the drum or the material which caused the problem so they do not know what the material may have been. They poked around and had the driver expose other materials and Mr. Buckley indicated they "----found all kinds of other stuff----" including caustics and phenolic products. He indicated to me as he had pointed out in his letter that any number of chemicals could be stored in this area which could be corrosive, toxic and some of which are systemic in nature which could be particularly hazardous. He indicated that the chemical landfill at Monsanto, that which is fenced off, has been there for at least 10 to 20 years and that it is adjacent to the property on which we are operating, which is composed of a covered trash landfill. Although no chemicals are supposed to be in this area it is obvious that at some point in the past, the disposal of chemicals occurred in this area outside the boundaries of their landfill operation.

In view of the fact that they did not find any evidence of the person being splashed they suggested that he change clothes, wash his old clothes and bathe and shower. He understood that the employee was then sent home to do so. They also made the following recommendations to the people working in the area---that in any area that was excavated persons should not walk around or step in areas that might be wet. In fact, he stated that persons should not walk around in freshly excavated areas due to the hazard of systemic type of poisons that might be present. He indicated that undisturbed areas could be considered safe. They also stated that any and all containers of material that would be exposed should be immediately re-covered over. He also stated that he was told that at some spots smoke tended to be emitted from the materials exposed and the instructions were to re-pack dirt over these areas. An additional comment was that the ground in the area being worked on was very spongy and that he seemed somewhat apprehensive as to whether the area would be suitable for the handling of rail cars. However, this was his own personal comment.

During our conversation he mentioned that he recognized several of the chemicals but that many of them would have to be chemically analyzed to determine what they were. I asked him if he could give me the names of the chemicals he recognized and he stated that he would have to talk to his lawyers first. I did not pressure this but indicated that if we needed this information we would get back to him.

I also asked whether this incident had been reported to any regulatory agency and he stated that to his knowledge it had not; and that he knew of no requirement whereby it had to be reported.

In summary h

In summary he re-stated that in view of the fact that they could not find the drum allegedly damaged that they could not define the type of material and that we must recognize that we are operating on a piece of property that does contain other kinds of chemical materials stored under the surface and as long as the ground remains undisturbed there should be no risk.

We concluded our conversation by my giving him my name, phone number and address in case he would like to have Mr. Don Mayer get in touch with me.

The next step is to review this with Betsy Carter, Jack Allen and Chuck Buirge.

Carl A. Smith

bcc: Chuck Birge
Russ Bragg
Dick Wilbur
Carl Smith

June 30, 1980

Riverport Terminal & Fleeting Company
112 North Fourth Street
Suite 1754
St. Louis, Missouri 63102

Monsanto Company
800 North Lindbergh Boulevard
St. Louis, Missouri 63166

Gentlemen:

The Pillsbury Company is the lessee of approximately 84 acres of land along the Mississippi River at Sauget, Illinois, under a lease agreement with Riverport Terminal & Fleeting Company dated July 31, 1979. This property was leased by Pillsbury for the purpose of utilizing it as a bulk materials handling and storage facility including the loading and unloading of bulk materials to and from rail cars, trucks and barges. In connection with such use, it is necessary to install a certain amount of rail trackage for placing rail cars at the site.

During the week of May 26, 1980, while a contractor employed by Pillsbury was in the process of grading a strip of land for the purpose of laying railroad track adjacent to property owned by Monsanto at the north end of the site, the bulldozer came in contact with and ruptured a barrel containing a chemical substance. The Monsanto Company was notified and sent representatives to the site who advised the bulldozer operator to shower and change clothes. Monsanto made an investigation of the area and, in a memo dated May 30, 1980, Mr. C.F. Buckley of that company stated that there "is a significant amount of chemical waste mixed in with other trash and debris. Some of the materials are either corrosive or toxic or both. Some are capable of causing systemic poisoning by skin absorption."

Riverport Terminal & Fleeting Company

Monsanto Company

Page 2
June 30, 1980

In view of the foregoing, all work on the track construction has been stopped and no action has been taken to remove coke piled under adjacent electric transmission wires under an obligation by Pillsbury to Union Electric Company. It seems clear that Pillsbury is being deprived of the use of a portion of its leasehold contrary to its lease agreement and that the presence of hazardous chemical waste deposited by Monsanto has caused such deprivation.

The purpose of this letter, therefore, is to demand that action be taken by the addressees to correct the situation and cause the property to be safe for its intended use by Pillsbury. Otherwise, it may be necessary to involve federal or state environmental agencies in order to get the matter resolved.

We would appreciate your early reply.

Very truly yours,

John H. Allen

JHA/J

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Monsanto

LAW DEPARTMENT

Monsanto Company
800 N. Lindbergh Boulevard
St. Louis, Missouri 63166
Phone: (314) 694-1000

July 9, 1980

JUL 11 1980

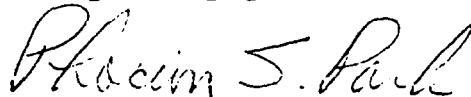
Mr. John H. Allen
The Pillsbury Company
608 Second Avenue South
Minneapolis, Minnesota 55402

Dear Mr. Allen:

Your letter dated June 30, 1980, alleging the presence of chemical waste is depriving Pillsbury of the use of a portion of property leased from Riverport Terminal & Fleeting Company, has been directed to me.

Please be assured that I will look into this matter promptly and will be in touch with you after having reviewed the situation. Please do not hesitate to call me should you desire to discuss the matter in the interim.

Very truly yours,



Phocion S. Park
Environmental Counsel

/kc

July 21, 1980

Mr. Phocion S. Park
Environmental Counsel
Monsanto Company
800 N. Lindbergh Boulevard
St. Louis, Missouri 63166

Dear Mr. Park:

This will acknowledge receipt of your letter of July 9, 1980, in response to my letter of June 30. As I stated in my letter, we are refraining from any further construction work in the subject area until we have some assurance that we can safely continue. We would, therefore, appreciate your early advice as to the status of this situation.

Thank you very much.

Very truly yours,

John H. Allen

JHA/J

cc: Chuck Buirge
Russ Bragg
Dick Wilbur
Carl Smith

Monsanto

LAW DEPARTMENT

Monsanto Company
800 N. Lindbergh Boulevard
St. Louis, Missouri 63188
Phone: (314) 894-1000

July 25, 1980

JUL 28 1980

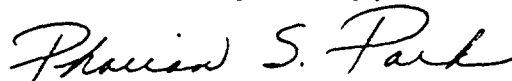
John H. Allen, Esq.
The Pillsbury Company
Law Department
608 Second Avenue South
Minneapolis, Minnesota 55402

Dear Mr. Allen:

My investigation of the matter described in your June 30, 1980 letter addressed to Riverport Terminal & Fleeting Company and Monsanto Company indicates that the subject site is not owned by Monsanto Company. Mr. C. F. Buckley of Monsanto, who visited the site and commented upon it, was doing so as a favor to others. It would not appear that the condition of this site or actions taken with respect to it are the responsibility of Monsanto.

Should the information available to you differ from the situation which I have described above, I would be glad to discuss it further with you.

Yours very truly,



Phocion S. Park
Environmental Counsel

jf

August 5, 1980

Mr. Phocion S. Park
Environmental Counsel
Monsanto Company
800 N. Lindbergh Boulevard
St. Louis, Missouri 63166

Dear Mr. Park:

This will acknowledge receipt of your letter of July 25, 1980, concerning the chemical waste discovered by a contractor for The Pillsbury Company on land adjacent to a land fill owned by Monsanto. We are very much aware that the chemical waste which was uncovered by the bulldozer was not located in the land fill itself but was on property leased by The Pillsbury Company adjacent to the Monsanto property.

Mr. Buckley of Monsanto who visited this site recognized some of the chemicals which were uncovered and gave the opinion that such chemicals were very likely destined for the Monsanto land fill but were inadvertently dumped on the adjacent site. Under these circumstances, it seems to us that Monsanto does have a responsibility to make sure that a hazardous condition does not exist as a result of the presence of these chemicals on Pillsbury's leased property. We would, therefore, appreciate it very much if you would give further consideration to this matter and advise us as to what action, if any, Monsanto intends to take. If Monsanto cannot give us any assurances with respect to the safety of this area and does not take the action to correct the problem, we will find it necessary to contact EPA to assist in making the property safe for our use.

Please advise at your earliest convenience as to Monsanto's position.

Very truly yours,

John H. Allen

JHA/J

Monsanto

LAW DEPARTMENT

Monsanto Company
800 N. Lindbergh Boulevard
St. Louis, Missouri 63186
Phone: (314) 694-1000

September 12, 1980

SEP 15 1980

Mr. John H. Allen
The Pillsbury Company
Executive Offices
608 Second Avenue South
Minneapolis, Minnesota 55402

Dear Mr. Allen:

After receipt of your letter dated August 5, 1980, we have further reviewed the situation described in your correspondence to us with respect to property leased by The Pillsbury Company from Riverport Terminal & Fleeting Company. Apparently this property was used years ago as a site for disposal of waste materials. Inasmuch as Monsanto has never owned or leased the site, we simply do not have detailed information concerning its operation or the materials which may have been disposed of at the site. It is our belief that the site was intended primarily for disposal of municipal waste.

Your continued reference to Mr. C. F. Buckley of Monsanto may indicate a misunderstanding of his comments or actions. Mr. Buckley was performing a gratuitous service, at the request of others, when he visited your site, made a cursory examination of the area, and suggested several safety practices which should be followed during the performance of work at the site. He was trying to act the part of a good citizen by voluntarily providing spur-of-the-moment suggestions. We anticipate, of course, that you will desire to have your own experts visit the site and establish proper work practices to be followed.

We hope you will recognize that there is no basis on which Monsanto should accept responsibility for the conditions existing at your leased site or provide any assurances concerning safety at the site.

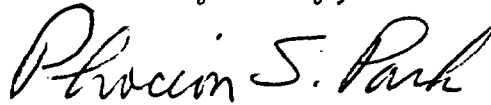
In an effort to be a "good neighbor" to a relative newcomer to our area, we will be glad to have our Director of Environmental Operations, Mr. W. B. Papageorge, discuss this subject with his

Mr. John H. Allen
September 12, 1980
Page Two

counterpart in your company. Mr. Papageorge can be reached at (314) 694-2815. It may be that he can provide helpful suggestions with respect to actions which might be taken at the site.

We welcome Pillsbury to Sauget and look forward to a long and happy association after you commence operations.

Yours very truly,

A handwritten signature in cursive script that reads "Phocion S. Park". The signature is written in dark ink and is positioned above the printed name and title.

Phocion S. Park
Environmental Counsel

jf

cc: William B. Papageorge

*4/11/81
0812*

THE PILLSBURY COMPANY

608 SECOND AVENUE SOUTH
MINNEAPOLIS, MINNESOTA 55402

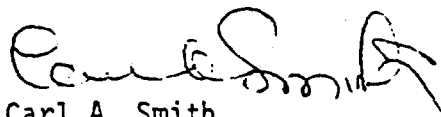
June 4, 1981

U. S. EPA Region #5
Sites Notification
Chicago, Illinois 60604

Dear Sir:

Enclosed is the "Notification of Hazardous Waste Site" form which is required by Section 103(c) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (Superfund).

Sincerely,



Carl A. Smith
Director Product Safety and
Regulatory Affairs
Agri-Products

Encl
CAS:lg

bc: D. Fisher
R. Wilbur
J. Lindau

Notification of Hazardous Waste Site

Waste Quantity:

Place an X in the appropriate boxes to indicate the facility types found at the site.

In the "total facility waste amount" space give the estimated combined quantity (volume) of hazardous wastes at the site using cubic feet or gallons.

In the "total facility area" space, give the estimated area size which the facilities occupy using square feet or acres.

Facility Type

1. ☐ Piles
2. ☐ Land Treatment
3. ☒ Landfill
4. ☐ Tanks
5. ☐ Impoundment
6. ☐ Underground Injection
7. ☐ Drums, Above Ground
8. ☒ Drums, Below Ground
9. ☐ Other (Specify) _____

Total Facility Waste Amount

Cubic feet Unknown

Gallons _____

Total Facility Area

Square feet _____

Acres 40

G Known, Suspected or Likely Releases to the Environment:

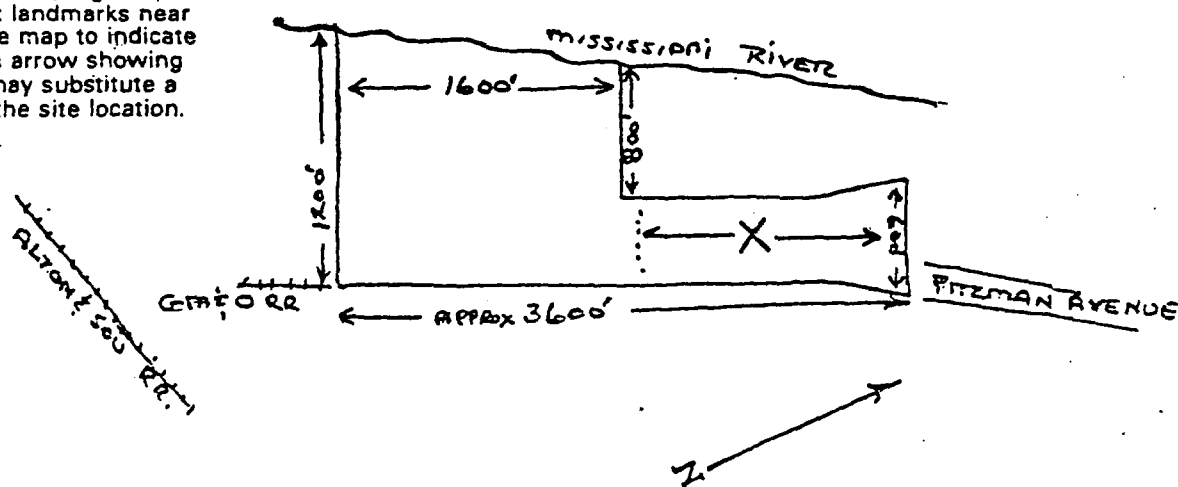
Place an X in the appropriate boxes to indicate any known, suspected, or likely releases of wastes to the environment.

☒ Known ☐ Suspected ☐ Likely ☐ None

Note: Items Hand I are optional. Completing these items will assist EPA and State and local governments in locating and assessing hazardous waste sites. Although completing the items is not required, you are encouraged to do so.

H Sketch Map of Site Location: (Optional)

Sketch a map showing streets, highways, routes or other prominent landmarks near the site. Place an X on the map to indicate the site location. Draw an arrow showing the direction north. You may substitute a publishing map showing the site location.



I Description of Site: (Optional)

Describe the history and present conditions of the site. Give directions to the site and describe any nearby wells, springs, lakes, or housing. Include such information as how waste was disposed and where the waste came from. Provide any other information or comments which may help describe the site conditions.

The Pillsbury Company leased this property as of September 1, 1979. Prior to our lease the property was in general use as a municipal waste disposal site. It is located next to a former disposal area operated by Monsanto which is now fenced off and posted "Danger - Unauthorized Personnel Keep Out". This area is that portion of property just west of our area designated by X above.

Signature and Title:

The person or authorized representative (such as plant managers, superintendents, trustees or attorneys) of persons required to notify must sign the form and provide a mailing address (if different than address in item A). For other persons providing notification, the signature is optional. Check the boxes which best describe the relationship to the site of the person required to notify. If you are not required to notify, check "Other".

Name The Pillsbury Company M330

Street 608 2nd Avenue South

City Minneapolis State Mn Zip Code 55402

Signature *Case Smith* Date June 3, 1981

Director, Solid and Liquid Waste Division

- ☐ Owner, Present
- ☐ Owner, Past
- ☐ Transporter
- ☒ Operator, Present
- ☐ Operator, Past
- ☐ Other

June 1, 1982

The Pillsbury Company
Pillsbury Center
Minneapolis, Minnesota 55402

Gentlemen:

We are enclosing Permit No. 17270 authorizing the maintenance dredging in the Mississippi River (Mile 178.4) in St. Clair County.

Your attention is called to Condition (c) of this permit which states:


"The permit does not in any way release the Permittee from any liability for damage to persons or property caused by or resulting from the work covered by this permit, and does not sanction any injury to private property or invasion or private rights, or infringement of any Federal, State or local laws or regulations."

If any changes in the location or plans of the work are found necessary, revised plans should be submitted promptly to this office so that they may receive approval before work thereon is begun.

Please acknowledge receipt of this permit by having the acceptance blank attached thereto properly executed and returned to us within sixty (60) days from the date of the permit.

When the work is completed, please notify us in writing so that we may schedule a final inspection.

Sincerely,


David R. Boyce, P.E.
Chief Flood Plain Management
Engineer

DRB:JRM:lma
Enclosure

STATE OF



ILLINOIS

Permit
No. 17270

Department of Transportation

Division of Water Resources

2300 South Dirksen Parkway
Springfield, Illinois 62764

Permission Is Hereby Granted, this 1st day of June 1982
To

The Pillsbury Company
Pillsbury Center
Minneapolis, Minnesota 55402

To perform maintenance dredging in the Mississippi River (Mile 178.4)
in the Sixth Subdivision of Cahokia Commons, Township 2 North, Range 10
West of the 3rd Principal Meridian in St. Clair County,

in accordance with an application dated April 7, 1982, and the specifications and plans entitled

MAINTENANCE DREDGING
MILEPOST 178.4 MISSISSIPPI
SAUGET, ILLINOIS
SHEET 1 of 1

RECEIVED APRIL 7, 1982

filed with the Department of Transportation and made a part hereof, and subject to the terms and special conditions contained herein:

Examined and Recommended:

L. J. K.

Chief, Bureau of Resource Management.

Neil Fulton
Approval Recommended:

APPROVED:

John D. Kramer

Secretary

Frank Kudrna

Director

THIS PERMIT is subject to the following conditions:

(a) This permit is granted in accordance with an act entitled: "AN ACT in relation to the regulations of the rivers, lakes and streams of the State of Illinois," approved June 10, 1911.

(b) This permit does not convey or recognize any title of the Permittee to any submerged or other lands, and furthermore, does not convey, lease or provide any rights of occupancy or use of the public or private property on which the proposed project or any part thereof will be located, or otherwise grant to the Permittee any right or interest in or to said property whether said property is owned or possessed by the State of Illinois or by any private or public party or parties.

(c) This permit does not in any way release the Permittee from any liability for damage to persons or property caused by or resulting from the work covered by this permit, and does not sanction any injury to private property or invasion or private rights, or infringement of any Federal, State or local laws or regulations.

(d) The Permittee shall remove all piling, cofferdams, false work, excavation and the material incident to the construction of the project herein authorized, from the river, stream or lake in which the work is done, at his own expense. Should the Permittee fail to remove such structures or material, the State reserves the right to have such removal made at the expense of the Permittee. If future operations for public navigation by the State or Federal Government or public interests of any character necessitate any changes in the position of any part of the structure or structures herein authorized, such changes shall be made by and at the expense of the Permittee or his successors in such manner as shall be fixed and determined by the State of Illinois, acting by and through the Department of Transportation, or other properly constituted agency, and within sixty (60) days from receipt of written notice of such necessity from said Department or other properly constituted agency.

(e) If the work here permitted is not completed on or before December 31, 1965 this permit shall cease and be null and void.

(f) The execution and details of the work hereby authorized shall be subject to the supervision and approval of the Department of Transportation—Division of Water Resources.

(g) Starting work on the construction hereby authorized shall be considered full acceptance by the Permittee of all the terms and conditions of this permit however, the attached acceptance, properly executed by the Permittee, must be filed in the office of the Department of Transportation, Division of Water Resources, Springfield, Illinois, within sixty (60) days of the date hereof or this permit shall be null and void.

(h) There shall be no deviation from the plans submitted and hereby approved unless the proposed change in plans shall first have been submitted to and approved, in writing, by the State of Illinois acting by and through its Department of Transportation.

(i) The Department of Transportation in issuing this permit has relied upon the statements and representations made by the Permittee in his application therefor, and in case any statement or representation in said application is found to be false, this permit may be revoked at the option of the Department of Transportation, and when so revoked all rights of the Permittee hereunder shall thereupon and thereby become null and void.

(j) If the Permittee is required by an act of Congress to obtain a permit from any Federal authority for leave to do the things granted by this permit, then such Federal permit shall be obtained before this permit becomes effective.

(k) If the project authorized herein is located in or along a lake, the Permittee or his successors shall make no claim whatsoever to any right, title or interest in and to any accretions caused by the construction of said project, and by the acceptance of this permit agrees to remise, convey, release, and quit-claim unto the People of the State of Illinois, for the use and benefit of the public, all rights to any accretions which may accrue to said real estate because of said project.

(l) In issuing this permit, the Department of Transportation shall not be considered as approving the adequacy of the design or structural strength of the proposed structure or improvement.

(m) This permit is subject to further special conditions as follows:



REPLY TO
ATTENTION OF

LMSOD-F
Mississippi River, P-1493

DEPARTMENT OF THE ARMY
ST. LOUIS DISTRICT, CORPS OF ENGINEERS
210 TUCKER BOULEVARD, NORTH
ST. LOUIS, MISSOURI 63101

Rec'd 7/16/82

7 July 1982

JOINT PUBLIC NOTICE
US ARMY CORPS OF ENGINEERS
AND
STATE OF ILLINOIS

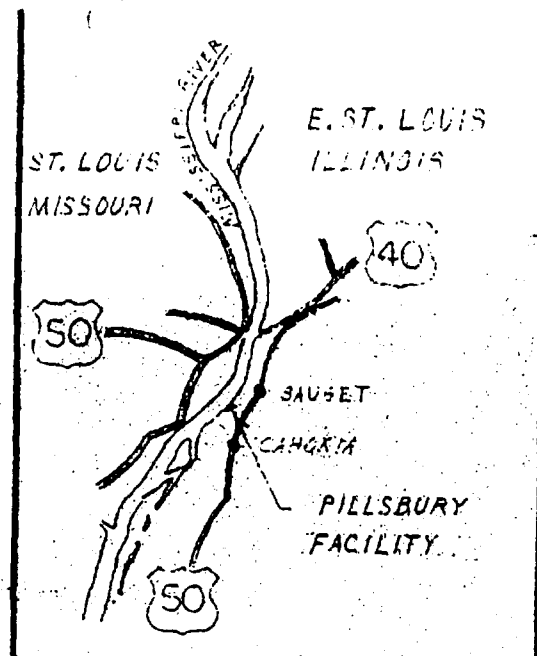
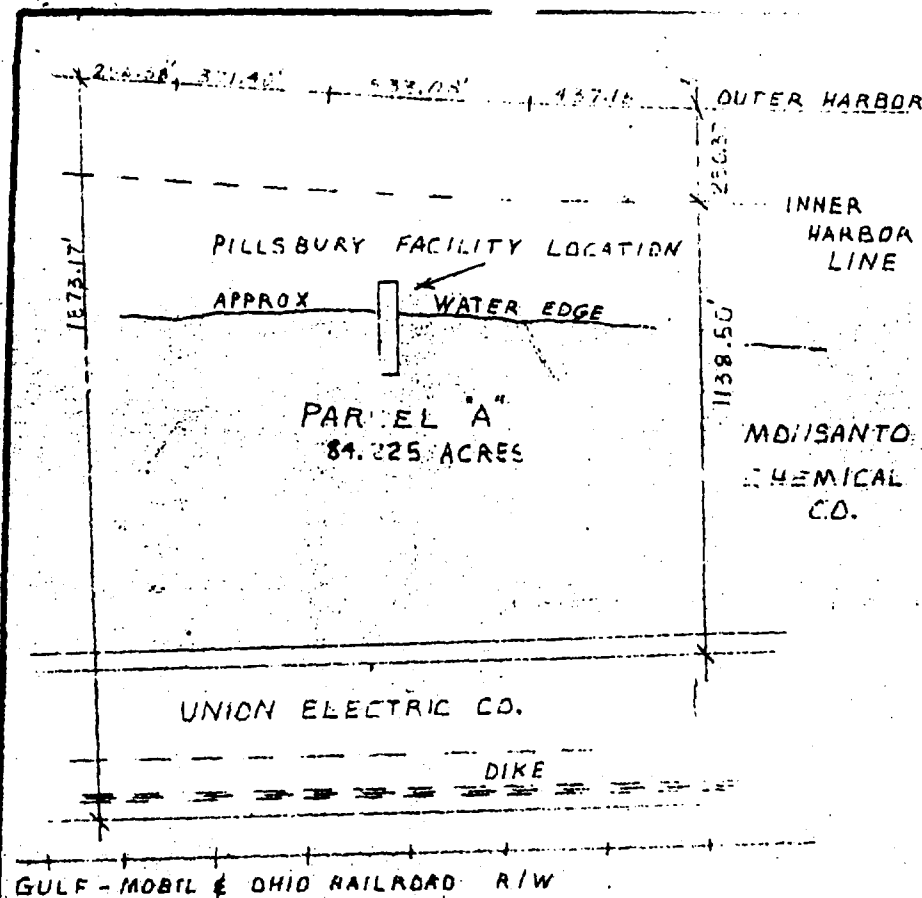
1. The Pillsbury Company, Pillsbury Center, Minneapolis, MN 55402, has applied:

a. To the US Army Engineer District, St. Louis, for a Department of the Army permit to perform maintenance dredging at their existing loading facility located near Sauget, St. Clair County, Illinois, on and along the left bank of the Mississippi River, approximate mile 177.6, Upper Mississippi River. Applicant's proposal is being processed under the joint provisions of Section 10 of the River and Harbor Act of 1899 and Section 404 of the Clean Water Act.

b. To the Illinois Environmental Protection Agency for state certification of the proposed work in accordance with Section 401 of the Clean Water Act. The certification, if issued, will express the Agency's opinion that the proposed activities will not violate applicable water quality standards. Written comments concerning possible impacts to waters of Illinois should be addressed to: Illinois Environmental Protection Agency, Division of Water Pollution Control, Permit Section, 2200 Churchill Road, Springfield, Illinois 62706, with copy provided to the Corps of Engineers. (See paragraph 6 of this public notice for address).

2. The proposed work will consist of removing approximately 20 cubic yards of material per year at their existing loading facility. Construction of the loading facility was authorized by Department of the Army Permit No. P-1180 dated 7 September 1977 and "Approval of Revised Plans" authorized 7 November 1979, 27 March 1980, 14 April 1981 and 8 June 1981. The material to be dredged is located on the river side of the cell near the loading conveyor. The material, consisting of silt and sand, will be removed by clamshell and deposited in an old ash pit on applicant's property. Chemical tests will be performed on the material to be dredged prior to completion of the evaluation of the proposal. These tests will be performed in accordance with procedures of the US Environmental Protection Agency and the Illinois Environmental Protection Agency. Applicant has applied to the Illinois Department of Transportation for a state permit authorizing the proposed work. Applicant's plan has been reproduced on the attached sheet.

3. The District Engineer has made a preliminary determination that no significant adverse effect on the human environment is expected to result from the proposed work. Accordingly, this District does not plan to file an Environmental Impact Statement describing the work proposed in the pending permit.

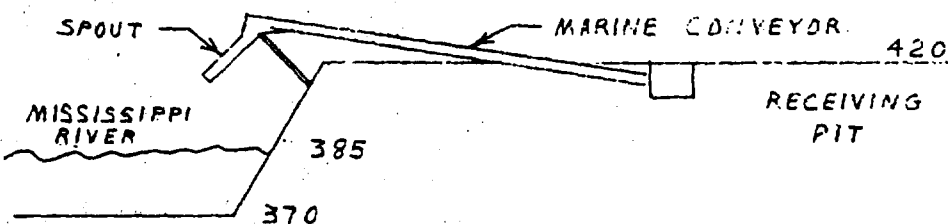
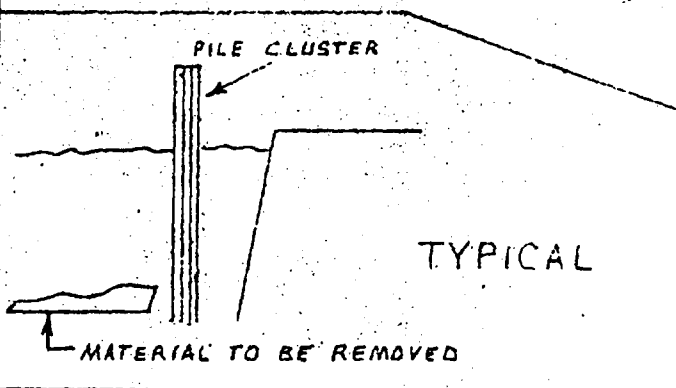


VICINITY MAP



SCALE: 1" = 500'

PLAN



DISPOSAL SITE: IEPA PERMIT NO.-980-II OP

LIST OF ADJACENT PROPERTY OWNERS

NO.	NAME	ADDRESS
1.	N. MONSANTO	
2.	E. UNION ELECTRIC	
3.	S. ALTON & SOUTHERN R.R.	
4.		P-07V OXL 1 001493

PROJECT DESCRIPTION:

MAINTENANCE
DREDGING

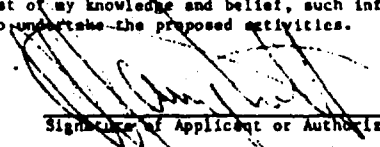
LOCATION: MILEPOST
177.6 MISSISSIPPI
SAUGET, ILLINOIS

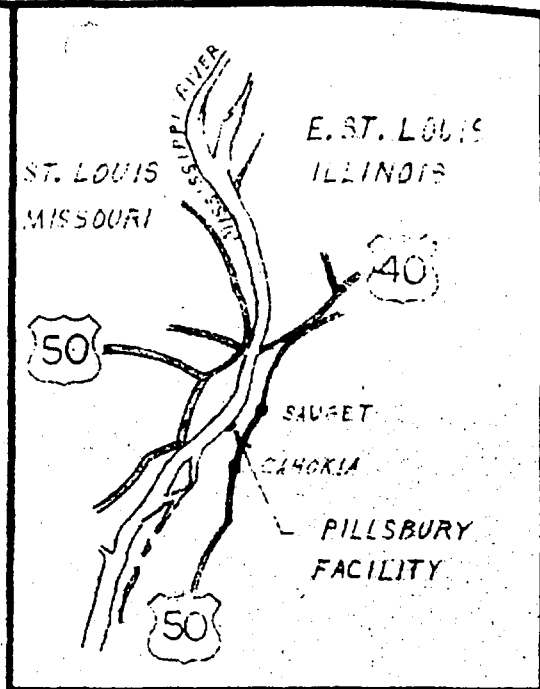
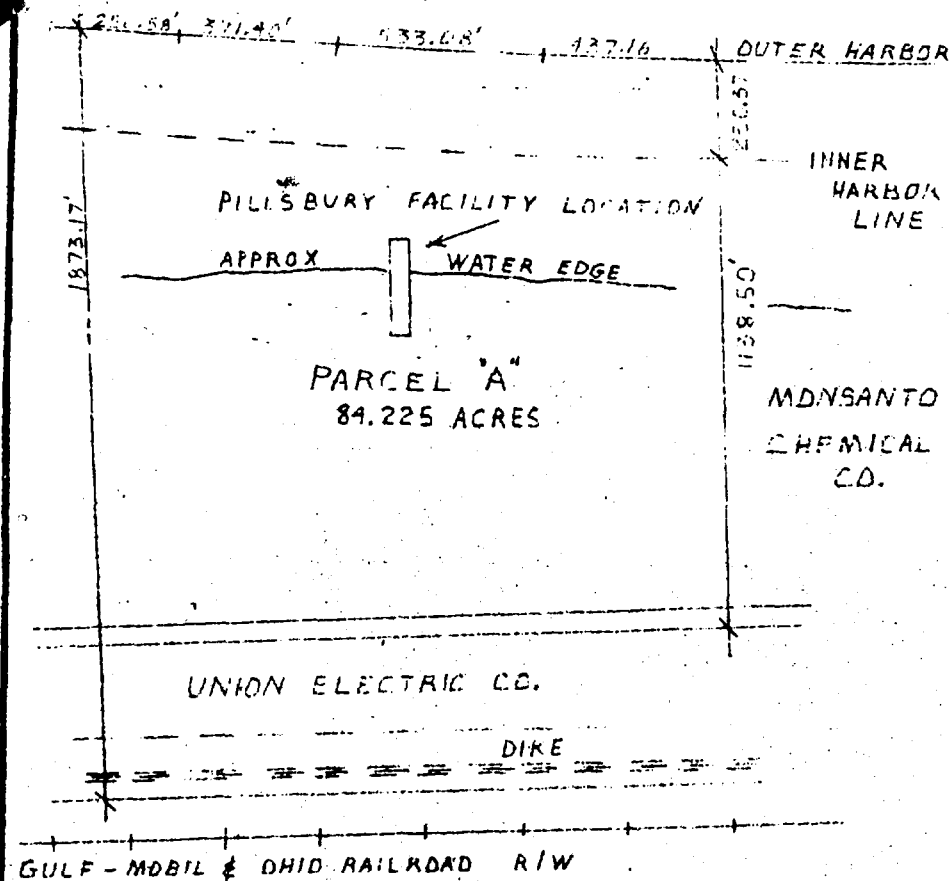
**U.S. ARMY ENGINEER DISTRICT, ST. LOUIS
CORPS OF ENGINEERS
210 TUCKER BOULEVARD, NORTH
ST. LOUIS, MISSOURI 63101
LMSOD**

**FIRST-CLASS MAIL
POSTAGE & FEES PAID
DEPARTMENT OF THE ARMY
PERMIT No. G-5**

Mr. Carl Smith
The Pillsbury Company
Pillsbury Center
Minneapolis, MN 55402

3750

1. Application Number (To be assigned by Agency)	2. Date <div style="text-align: center;">Day Month Year</div>	3. For Agency use only (Date Received)																									
4. Name and address of applicant The PILLSBURY Company Pillsbury Center Minneapolis, Mn. 55402 Telephone no. during business hours N/C (612) 330-5165 A/C ()	5. Name, address, and title of authorized agent E. A. Campbell, P.E. E. A. Campbell & Assoc., Inc. P.O. Box 217 Pawnee, IL 62558 N/C (217) 625-7773 A/C ()																										
6. Describe in detail the proposed activity, its purpose, and intended use. If additional space is needed, attach additional support information to each agency application. Maintenance Dredging in barge loading area of Mississippi River at Sauget, Il.																											
7. Names, addresses, and telephone numbers of all adjoining and potentially affected property owners, including the owner of subject property if different from applicant. North-Monsanto Chemical Co.-St. Louis, Mo. East -Union Electric Co.-St. Louis, Mo. South-Alton & Southern RR ROW-E. St. Louis, Il. West -Mississippi River																											
8. Location of activity Address: <u>10 Pitzman St</u> Street, road, or other descriptive location <u>Sauget</u> In or near city or town <u>St. Clair</u> <u>Illinois</u> <u>62201</u> County State Zip Code	Legal Description: _____ V ₄ Sec. <u>182</u> <u>10W</u> _____ Twp. Rgn. P.M. Tax Assessor's Description (if known): Map No. Subdiv. No. Lot No. Name of waterway at location of the activity <u>Mississippi River</u>																										
9. Date activity is proposed to commence <u>June 1982</u> Date activity is expected to be completed <u>June 1992</u>																											
10. Is any portion of the activity for which authorization is sought now complete? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If answer is "Yes" give reasons in the remark section. Month and Year the activity was completed _____ Indicate the existing work on drawings.																											
11. List all approvals or certifications required by other federal, interstate, state, or local agencies for any structures, construction, discharges, deposits, or other activities described in this application. If this form is being used for concurrent application to the Corps of Engineers, Illinois Department of Transportation, and Illinois Environmental Protection Agency, these agencies need not be listed. <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;">Issuing Agency</th> <th style="text-align: left; border-bottom: 1px solid black;">Type Approval</th> <th style="text-align: left; border-bottom: 1px solid black;">Identification No.</th> <th style="text-align: left; border-bottom: 1px solid black;">Date of Application</th> <th style="text-align: left; border-bottom: 1px solid black;">Date of Approval</th> </tr> </thead> <tbody> <tr> <td colspan="5"><u>Permits Applied for from the Following:</u></td> </tr> <tr> <td colspan="5"><u>U.S. Army Corps of Engineers</u></td> </tr> <tr> <td colspan="5"><u>State of Illinois D. O. T. Water Resources Division</u></td> </tr> <tr> <td colspan="5"><u>State of Illinois EPA DWPC</u></td> </tr> </tbody> </table>			Issuing Agency	Type Approval	Identification No.	Date of Application	Date of Approval	<u>Permits Applied for from the Following:</u>					<u>U.S. Army Corps of Engineers</u>					<u>State of Illinois D. O. T. Water Resources Division</u>					<u>State of Illinois EPA DWPC</u>				
Issuing Agency	Type Approval	Identification No.	Date of Application	Date of Approval																							
<u>Permits Applied for from the Following:</u>																											
<u>U.S. Army Corps of Engineers</u>																											
<u>State of Illinois D. O. T. Water Resources Division</u>																											
<u>State of Illinois EPA DWPC</u>																											
12. Has any agency denied approval for the activity described herein or for any activity directly related to the activity described herein. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If "Yes", explain in remarks.)																											
13. Remarks																											
14. Application is hereby made for authorizations of the activities described herein. I certify that I am familiar with the information contained in the application, and that to the best of my knowledge and belief, such information is true, complete, and accurate. I further certify that I possess the authority to undertake the proposed activities. <div style="text-align: center;"> _____ Signature of Applicant or Authorized Agent</div>																											

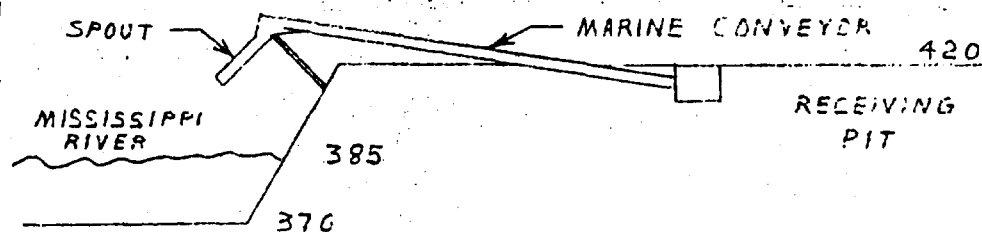
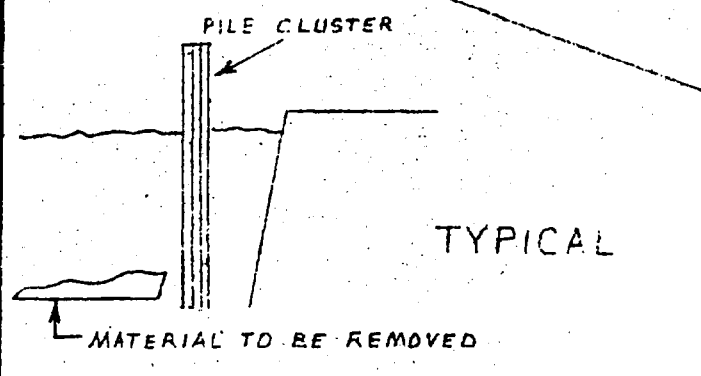


VICINITY MAP



SCALE: 1" = 500'

PLAN



PROFILE

DISPOSAL SITE: IEPA PERMIT NO.-980-II OP

LIST OF ADJACENT PROPERTY OWNERS

NO.	NAME	ADDRESS
1.	N. MONSANTO	
2.	E. UNION ELECTRIC	
3.	S. ALTON & SOUTHERN R.R.	
4.		

PROJECT DESCRIPTION:

MAINTENANCE
DREDGING

LOCATION: MILEPOST
178.4 MISSISSIPPI
SAUGET, ILLINOIS

Department of the Army
St. Louis District, Corps of Engineers
210 Tucker Boulevard, North
St. Louis, Missouri 63101

LMSOD-F

7 July 1982
7 July 1982

SUBJECT: Mississippi River, P-1493

JOINT PUBLIC NOTICE
US ARMY CORPS OF ENGINEERS

STATE OF ILLINOIS

Mr. E. A. Campbell, President

E. A. Campbell & Associates, Inc., Pillsbury Center, Minneapolis, MN 55402, has
P.O. Box 217
Pawnee, Illinois 62558

The Engineer District, St. Louis, for a Department of the Army permit to perform maintenance dredging at their existing loading dock facility located near Sauget, St. Clair County, Illinois, on and along the Mississippi River, approximately mile 177.6, Upper Mississippi River, approximately mile 177.6, Upper Mississippi River.

Dear Mr. Campbell:

This is in reference to an application furnished in behalf of the Pillsbury Company for a Department of the Army permit to perform maintenance dredging at their existing loading dock facility located near Sauget, St. Clair County, Illinois on and along the left bank of the Mississippi River, approximately mile 177.6, Upper Mississippi River.

The proposed work was described in the attached public notice circulated by this office on 7 July 1982. Interested parties have been invited to submit any comments they may have on or before 27 July 1982.

If you have any questions concerning processing of your application, please contact this office.

Sincerely,

1 Incl
As stated

JAMES A. PETERSEN
Chief, Operations Division

Copy furnished:

✓ Mr. Carl Smith
The Pillsbury Company
Pillsbury Center
Minneapolis, MN 55402



DEPARTMENT OF THE ARMY
ST. LOUIS DISTRICT, CORPS OF ENGINEERS
210 TUCKER BOULEVARD, NORTH
ST. LOUIS, MISSOURI 63101

REPLY TO
ATTENTION OF

LMSOD-F
Mississippi River, P-1493

7 July 1982

JOINT PUBLIC NOTICE
US ARMY CORPS OF ENGINEERS
AND
STATE OF ILLINOIS

1. The Pillsbury Company, Pillsbury Center, Minneapolis, MN 55402, has applied:

a. To the US Army Engineer District, St. Louis, for a Department of the Army permit to perform maintenance dredging at their existing loading facility located near Sauget, St. Clair County, Illinois, on and along the left bank of the Mississippi River, approximate mile 177.6, Upper Mississippi River. Applicant's proposal is being processed under the joint provisions of Section 10 of the River and Harbor Act of 1899 and Section 404 of the Clean Water Act.

b. To the Illinois Environmental Protection Agency for state certification of the proposed work in accordance with Section 401 of the Clean Water Act. The certification, if issued, will express the Agency's opinion that the proposed activities will not violate applicable water quality standards. Written comments concerning possible impacts to waters of Illinois should be addressed to: Illinois Environmental Protection Agency, Division of Water Pollution Control, Permit Section, 2200 Churchill Road, Springfield, Illinois 62706, with copy provided to the Corps of Engineers. (See paragraph 6 of this public notice for address).

2. The proposed work will consist of removing approximately 20 cubic yards of material per year at their existing loading facility. Construction of the loading facility was authorized by Department of the Army Permit No. P-1180 dated 7 September 1977 and "Approval of Revised Plans" authorized 7 November 1979, 27 March 1980, 14 April 1981 and 8 June 1981. The material to be dredged is located on the river side of the cell near the loading conveyor. The material, consisting of silt and sand, will be removed by clamshell and deposited in an old ash pit on applicant's property. Chemical tests will be performed on the material to be dredged prior to completion of the evaluation of the proposal. These tests will be performed in accordance with procedures of the US Environmental Protection Agency and the Illinois Environmental Protection Agency. Applicant has applied to the Illinois Department of Transportation for a state permit authorizing the proposed work. Applicant's plan has been reproduced on the attached sheet.

3. The District Engineer has made a preliminary determination that no significant adverse effect on the human environment is expected to result from the proposed work. Accordingly, this District does not plan to file an Environmental Impact Statement describing the work proposed in the pending permit.

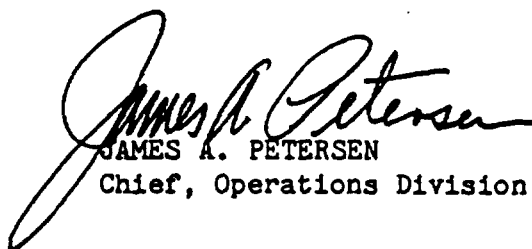
4. Our assessment of applicant's proposal included a review of the latest published version of the National Register of Historic Places, and found no registered properties, or properties eligible for inclusion therein, that would be affected by applicant's activity. Review of the National Register of Historic Places constitutes the extent of cultural investigations by the District Engineer, and he is otherwise unaware of the presence of such resources. The activity is not expected to jeopardize the continued existence or modify critical habitat of any federally threatened or endangered species.

5. Any interested parties, particularly navigation interests, Federal and state agencies for the protection of fish and wildlife and the officials of any state, town, or local association whose interest may be affected by this work are invited to submit to this office written facts, arguments, or objections on or before 27 July 1982. The decision whether to issue a permit will be based on an evaluation of the probable impact of the proposed activity on the public interest. That decision will reflect the national concern for both protection and utilization of important resources. The benefit which reasonably may be expected to accrue from the proposal must be balanced against its reasonably foreseeable detriments. Evaluation of the impact of the activity on the public interest will include application of the guidelines promulgated by the Administrator, Environmental Protection Agency, under authority of Section 404(b) of the Clean Water Act. All factors which may be relevant to the proposal will be considered; among those are conservation, economics, aesthetics, general environmental concerns, historic values, fish and wildlife values, flood damage prevention, land use classification, navigation, recreation, water supply, water quality, energy needs, safety, food production and in general, the needs and welfare of the people. No permit will be granted unless its issuance is found to be in the public interest.

6. Any person may request that a public hearing be held to consider applicant's proposal, provided such request identifies significant issues that would warrant additional public review and comment. All replies to this public notice should be submitted to the District Engineer, US Army Engineer District, Corps of Engineers, 210 Tucker Boulevard, North, St. Louis, Missouri 63101, within 20 days of the date of this notice. Mr. Walter Snow, telephone 314-263-5703, may be contacted for additional information.

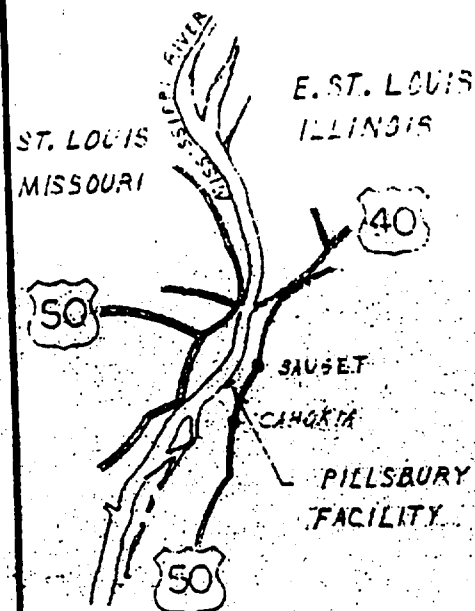
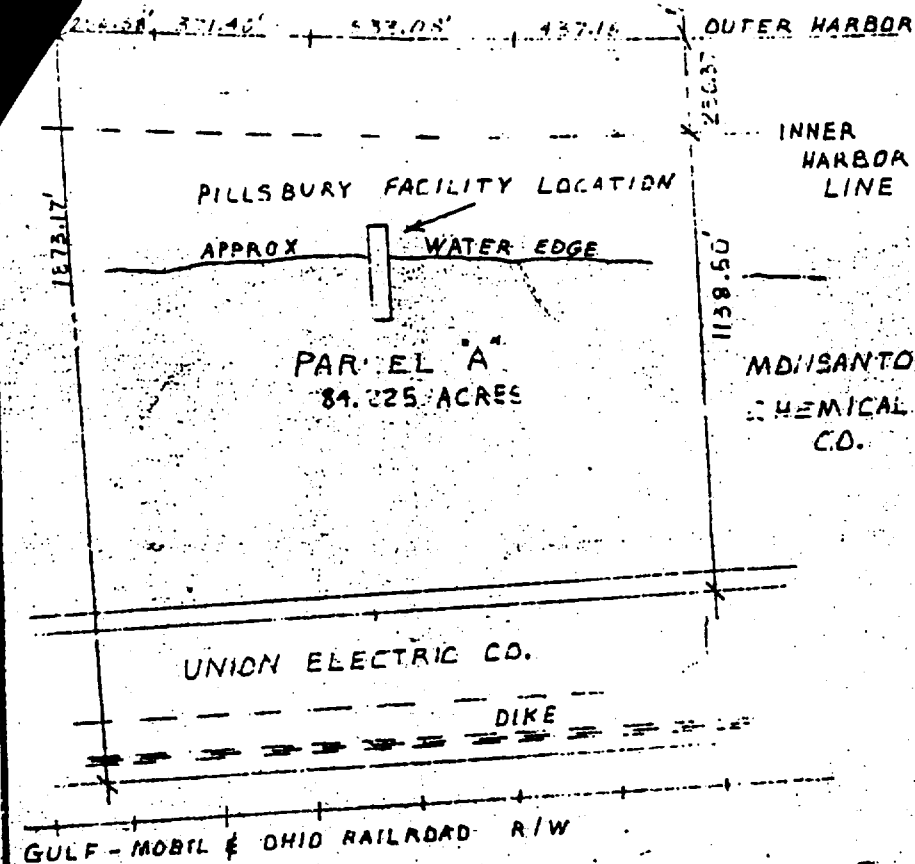
FOR THE DISTRICT ENGINEER:

1 Incl
Plans


JAMES A. PETERSEN
Chief, Operations Division

NOTICE TO POSTMASTERS:

It is requested that this notice be conspicuously and continuously posted for 20 days from the date of issuance of this notice.

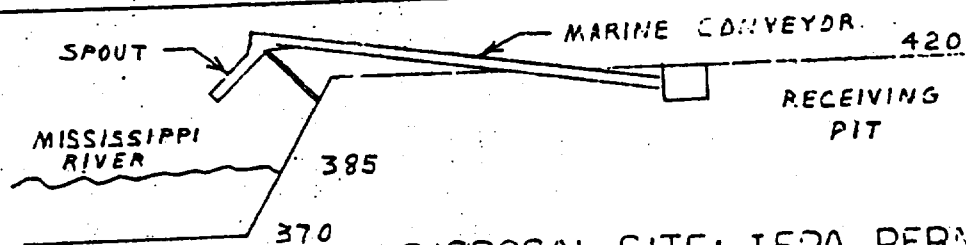
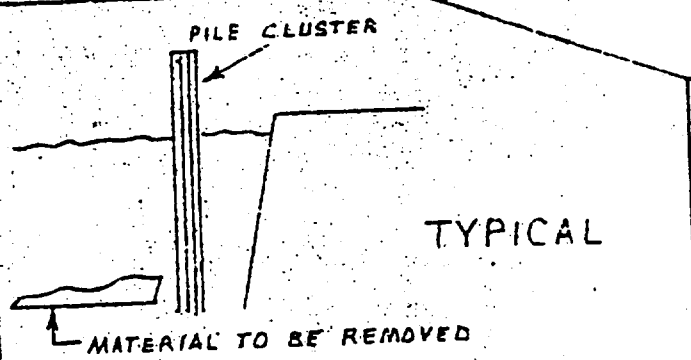


VICINITY MAP



SCALE: 1" = 500'

PLAN



PROFILE

DISPOSAL SITE: IEPA PERMIT NO.-980-1110P

LIST OF ADJACENT PROPERTY OWNERS

NO.	NAME	ADDRESS
1.	N. MONSANTO	
2.	E. UNION ELECTRIC	
3.	S. ALTON & SOUTHERN R.R.	
4.		

PROJECT DESCRIPTION:

MAINTENANCE
DREDGING

LOCATION: MILEPOST
177.6 MISSISSIPPI
SAUGET, ILLINOIS

P-07V OXL 1 001493

Return
3/7/64

File - Sauget, z
ENV

THE PILLSBURY COMPANY

PILLSBURY CENTER
MINNEAPOLIS, MINNESOTA 55402

January 14, 1983

Mr. Bruce Yurdin
Division of Water Pollution Control
Illinois EPA 2200 Churchill Road
Springfield, Illinois 62706

Mr. Wally Elbeck
Division of Land Pollution Control
Illinois EPA 2200 Churchill Road
Springfield, Illinois 62706

Mr. Dave Beno
U.S. EPA, Region V, WQD-26
230 South Dearborn Street
Chicago, Illinois 60604

Subject: Addendum to Midwest Research Institute Report on the Sampling
and Analysis of Dredged Sediment from our Sauget Facility.

Dear Sirs:

As a result of phone conversation with Wally Elbeck, I requested
and obtained from Midwest Research Institute verification that they
had analyzed for TCDD's and did not detect any tetrachlorodibenzo-p-
dioxin.

A copy of this verification is attached.

Sincerely,



Carl A. Smith
Director Product Safety and
Regulatory Affairs, Agri-Products

Attachment
CAS:lg



MIDWEST RESEARCH INSTITUTE

425 Volker Boulevard
Kansas City, Missouri 64110
Telephone (816) 753-7600

January 12, 1983

Carl Smith
Director, Product Safety
and Regulatory Affairs
Agricultural Products
The Pillsbury Company
Pillsbury Center
Minneapolis, MN 55402

Subject: Addendum to Letter Report of December 27, 1982, MRI Project No.
7535-A, "Sampling and Analysis of Dredged Sediment."

Dear Carl:

The analysis of the three sediment extracts reported December 27, 1982, included the determination of the level of tetrachlorodibenzo-p-dioxins (TCDDs) with high resolution gas chromatography/mass spectrometry by selected ion monitoring. No TCDDs, including the 2,3,7,8-TCDD isomer, were detected. The limit of detection for TCDDs with the analytical method was 0.1 ng/g or 0.1 ppb.

If there are further questions, please feel free to contact us.

Sincerely yours,

MIDWEST RESEARCH INSTITUTE

John S. Stanley
Project Leader

John E. Goings, Head
Environmental Analysis Section

Approved:

James L. Spigarelli, Director
Analytical Chemistry Department



JAN 14 1983

9 a.m. D. BURKE
UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION V

111 West Jackson Blvd.
CHICAGO, ILLINOIS 60604

File - Sauget
E.V.
(314) 421-1153

REPLY TO ATTENTION OF:

5HR-TUB

Mr. Carl A. Smith
Director, Product Safety
and Regulatory Affairs
The Pillsbury Company
Pillsbury Center
Minneapolis, Minnesota 55402

Dear Mr. Smith:

The purpose of this letter is to followup our January 6, 1983 meeting in Chicago, Illinois concerning the Pillsbury Terminal in Sauget, Illinois.

The United States Environmental Protection Agency (U.S. EPA) is interested in conducting a subsurface investigation on a portion of the Sauget, Illinois Terminal. The terminal sits atop the Sauget-Sauget Landfill, a closed and covered municipal landfill. The specific area U.S. EPA wishes to investigate is bounded by the Monsanto Landfill on the south and west, Pitzman Avenue on the north and the Mississippi flood levee on the east. In order to conduct the investigation, U.S. EPA and it's contractor, Ecology and Environment, Incorporated (E&E) will need permission to enter the property. The investigation will begin in Spring 1983. I cannot accurately estimate the number of days that E&E will be on site, but all tasks should be completed within 60 days. Because the investigation will be limited to the area described above, the investigation should not affect Pillsbury's daily operations at the terminal.

U.S. EPA hopes to determine the location and quantity of hazardous materials disposed of in this portion of the landfill. The scope of the investigation will include conducting a number of remote sensing studies, including ground penetrating radar, electrical resistivity, metal detection and seismic refraction in conjunction with direct sample collection of the soil and ground water. Laboratory analyses will also be completed to identify the hazardous materials present.

Any additional information that you may have concerning this portion of the property would be appreciated. Specifically, please provide the names, addresses and telephone numbers, where known, of the individuals involved in the uncovering of waste drums during the installation of the railroad spur through this area, including anyone who witnessed the fumes. We also request that you provide us with any photographs and reports on the incident that may be in Pillsbury files.

Please contact me at (312) 886-3008, if you have any questions concerning this inquiry.

Sincerely yours,

Michael C. O'Toole
On-Scene Coordinator

*File Sauget
Env*

THE PILLSBURY COMPANY

PILLSBURY CENTER
MINNEAPOLIS, MINNESOTA 55402

January 27, 1983

Mr. Richard D. Burke
Riverport Terminal and Fleeting Inc.
112 North 4th Street
Suite 1754
St. Louis, Missouri 63102

Dear Dick:

Enclosed are the items we discussed over the phone this morning which relate to Federal EPA's request to conduct a sub-surface investigation on a portion of our Sauget, Illinois terminal.

We, Pillsbury, have already given tentative oral approval to Mike O'Toole's request. However, Mike was informed that your approval would be required prior to commencement of any investigation. I would appreciate receiving any correspondence you might have with the EPA regarding your decision in this matter.

A copy of the state of Illinois' Complaint for Injunction and Other Relief is enclosed. This was filed June 15, 1982 and describes the current problem with regard to the Monsanto disposal site located adjacent to our facility.

Also, at our request, is a copy of Mr. C. F. Buckley's report regarding the incident which occurred on our property on May 29, 1980. This memo was written after he and several others had visited the site just after the occurrence. After reviewing this memo I personally contacted Mr. Buckley and ascertained that he had recognized several barrels that obviously had contained waste material from the Monsanto Corporation. He declined to give me any specific names of the compounds.

At the time of the incident we were constructing a railroad spur and were only digging a short way into the surface, just enough to lay ballast. After this occurrence we have done no further excavating in this area.

You indicated that you would be reviewing this material with Frank Pellegrini and suggested that prior to any commencement on the part of EPA, that our attorneys meet with yours to review what action steps should be taken in the event Federal EPA finds toxic materials stored on our facility.

For your information we have had the silt and sediment in the channel tested and the results indicate the material is non-hazardous according to the existing federal and state standards of identity for hazardous materials.

If you have any further questions about any of the attachments don't hesitate to get in touch with me. My phone number is 612/330-5165.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Carl A. Smith', with a stylized, cursive script.

Carl A. Smith
Director, Product Safety and
Regulatory Affairs, Agri-Products

Attachments - (to Addressee only)

cc: J. Allen 3764
R. Bragg 3410

CAS:lg

RIVERPORT
TERMINAL &

FLEETING COMPANY

112 North Fourth Street • Suite 1754 • St. Louis, Missouri 63102 • 314 421-3575

February 17, 1983

United States Environmental Protection Agency
Region V
111 West Jackson Blvd.
Chicago, IL 60604

Attn: Michael C. O'Toole; On-Scene Coordinator

RE: Reply #5-HR-TUB

Your letter dated January 14, 1983 to Carl A. Smith
The Pillsbury Company, Pillsbury Center, Minneapolis, MN 55402

Dear Mr. O'Toole:

This will reference my earlier correspondence of February 1, 1983 with reference to the above captioned subject.

After considering your request and discussing the matter with all the parties concerned, we are amenable to giving you permission to conduct your tests pursuant to your letter addressed to Mr. Carl A. Smith of Pillsbury on January 14, 1983. However, we must be made aware of the exact date on which you plan to be on the property and would like a schedule so that we may have an anticipated completion date. This permission is also granted to you on the condition that any testing or vehicle movement by you or your personnel will in no way interfere with the operation of the Pillsbury terminal or its personnel. Also, we would like to have the results of any tests that you will perform.

I will await hearing from you with respect to the date of the commencement of your operation.

Very truly yours,

Richard D. Burke
Vice President

RDB:jh

cc: Frank L. Pellegrini
Carl A. Smith ✓

28 FEB 1983

5HR

Mr. Richard D. Burke
Vice President
Riverport Terminal and Fleeting Company
112 North Fourth Street, Suite 1754
St. Louis, Missouri 63102

Dear Mr. Burke:

Thank you for your February 17, 1983 letter granting the United States Environmental Protection Agency (U.S. EPA) permission to enter Riverport's property in Sauget, Illinois.

Ecology and Environment Incorporated (E&E) will be the contractor conducting the subsurface investigation. E&E plans to make their initial site visit on March 8-11, 1983 to conduct a magnetometer survey. The survey will locate potential areas of buried metal. After this initial site visit is completed neither U.S. EPA or E&E will be on site again for several months. The additional activities to be completed as part of this investigation must be subcontracted. In order to subcontract, E&E must solicit proposals and select the lowest responsive bidder. This process usually takes 60-90 days and therefore I do not anticipate starting subcontract work until July 1, 1983.

The additional activities to be completed under subcontracts are as follows:

- ° Ground Penetrating Radar Survey
This activity will define the volume and density of the buried metal discovered during the magnetometer survey. The radar also can detect the interface between disturbed and undisturbed soils.
- ° Installation of Groundwater Monitoring Wells
Two or three shallow ground water monitoring wells (less than 40 feet) will be installed to determine the quality of the local groundwater. Soil borings will also be collected and sent to the laboratory for qualitative chemical analysis.

The ground penetrating radar survey will take 2-3 days to complete. The well drilling subcontractor will be on site for approximately thirty days. All work conducted by subcontractors will be over seen by E&E. E&E will collect all soil and ground water samples and the laboratory analysis for these samples takes 30-60 days. A final report which will include all test and sample results will not be available until at least October 1983. However, since this investigation will be so protracted I will contact you periodically with an update.

-2-

In order to avoid interfering with Pillsbury's terminal operation, E&E will contact Pillsbury prior to initiating any site activity. E&E will explain in detail what that activity will encompass and what precautions if any are necessary to protect Pillsbury personnel.

Please contact me at (312) 886-3008 if you have any additional questions concerning this matter.

Thank you again for your cooperation.

Sincerely yours,

Michael C. O'Toole, P.E.
On-Scene Coordinator

cc: ✓ Carl A. Smith, Pillsbury Company
Ron St. John, Ecology and Environment, Inc.
Rick McDaniel, Pillsbury Company



DEPARTMENT OF THE ARMY

ST. LOUIS DISTRICT, CORPS OF ENGINEERS

210 TUCKER BOULEVARD, NORTH

ST. LOUIS, MISSOURI 63101

REPLY TO
ATTENTION OF

May 13, 1983

Operations Division

Mr. Carl A. Smith, Director
Agri Product Safety and Regulatory Affairs
The Pillsbury Company
Pillsbury Center
Minneapolis, Minnesota 55402

Dear Mr. Smith:

Enclosed are two copies of a pending Department of the Army permit which, when issued, will authorize the maintenance dredging of approximately 20 cubic yards of material per year at your existing loading facility located near Sauget, St. Clair County, Illinois on and along the left bank of the Mississippi River, approximate mile 177.6, Upper Mississippi River.


The authorization will be issued by this District following your acceptance of the terms and conditions that have been incorporated into the instrument. It is requested that you carefully review the attached permit to assure that you understand and accept the conditions under which the authorization is granted. Conditions designated 1a. through 1u. are standard conditions for all permits. Special conditions 3a. through 3d. are standard for all permits involving structures in or affecting navigable waters of the United States. Special conditions 4a. and 4b. are standard for all permits for maintenance dredging. Special conditions 5a. through 5c. are standard for all permits involving the discharge of dredged or fill material into waters of the United States.

Particular attention should be given to special conditions 2a. through 2f. of the permit; conditions 2a. through 2c. specify measures to be implemented to insure protection of water quality; condition 2e. specifies measures to be taken regarding Union Electric's overhead transmission line; condition 2f. specifies limits of dredging area. Conditions 1e. and 1f. of the permit relate to protection of environmental values at the worksite.

Regulations adopted by the Corps of Engineers, 33 CFR 325.1(f), specify that applicants are required to pay a fee prior to the issuance of a Department of the Army permit. A fee of \$100 is charged for an application when the purpose of the project is commercial or industrial in nature and is in support of operations that charge for production, distribution or sale of goods or services. A fee of \$10 is charged for an application when the work is noncommercial in nature and provides personal benefits that have no connection with a commercial enterprise. Your proposal appears to warrant payment of the commercial fee.

Your acceptance of the terms and conditions may be acknowledged by returning both copies of the enclosure, signed by an appropriate officer of The Pillsbury Company, accompanied by a check in the amount of \$100 made payable to "FAO, US ARMY, ST. LOUIS DIST., CE".

Sincerely,


Gary D. Beech
Colonel, Corps of Engineers
District Engineer

Application No. P-07V OXL 1 001493
Name of Applicant The Pillsbury Company
Effective Date _____
Expiration Date (If applicable) December 31, 1993

DEPARTMENT OF THE ARMY
PERMIT

Referring to written request dated April 6, 1982 for a permit to:

(X) Perform work in or affecting navigable waters of the United States, upon the recommendation of the Chief of Engineers, pursuant to Section 10 of the Rivers and Harbors Act of March 3, 1899 (33 U.S.C. 403);

(X) Discharge dredged or fill material into waters of the United States upon the issuance of a permit from the Secretary of the Army acting through the Chief of Engineers pursuant to Section 404 of the Clean Water Act (33 U.S.C. 1344);

() Transport dredged material for the purpose of dumping it into ocean waters upon the issuance of a permit from the Secretary of the Army acting through the Chief of Engineers pursuant to Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (86 Stat. 1052; P.L. 92-532);

The Pillsbury Company
Pillsbury Center
Minneapolis, Minnesota 55402

is hereby authorized by the Secretary of the Army:

to perform maintenance dredging at their existing loading facility (approximately 20 cubic yards of material per year) _____

in the Mississippi River, approximate mile 177.6, Upper Mississippi River on and along the left bank, _____

~~at~~ near Sauget, St. Clair County, Illinois _____

in accordance with the plans and drawings attached hereto which are incorporated in and made a part of this permit (on drawings, give file number or other definite identification marks.)

entitled "Maintenance Dredging, Milepost 177.6 Mississippi, Sauget, Illinois" undated, in one sheet _____

subject to the following conditions:

I. General Conditions:

a. That all activities identified and authorized herein shall be consistent with the terms and conditions of this permit; and that any activities not specifically identified and authorized herein shall constitute a violation of the terms and conditions of this permit which may result in the modification, suspension or revocation of this permit, in whole or in part, as set forth more specifically in General Conditions j or k hereto, and in the institution of such legal proceedings as the United States Government may consider appropriate, whether or not this permit has been previously modified, suspended or revoked in whole or in part.

b. That all activities authorized herein shall, if they involve, during their construction or operation, any discharge of pollutants into waters of the United States or ocean waters, be at all times consistent with applicable water quality standards, effluent limitations and standards of performance, prohibitions, pretreatment standards and management practices established pursuant to the Clean Water Act (33 U.S.C. 1344), the Marine Protection, Research and Sanctuaries Act of 1972 (P.L. 92-532, 86 Stat. 1052), or pursuant to applicable State and local law.

c. That when the activity authorized herein involves a discharge during its construction or operation, or any pollutant (including dredged or fill material), into waters of the United States, the authorized activity shall, if applicable water quality standards are revised or modified during the term of this permit, be modified, if necessary, to conform with such revised or modified water quality standards within 6 months of the effective date of any revision or modification of water quality standards, or as directed by an implementation plan contained in such revised or modified standards, or within such longer period of time as the District Engineer, in consultation with the Regional Administrator of the Environmental Protection Agency, may determine to be reasonable under the circumstances.

d. That the discharge will not destroy a threatened or endangered species as identified under the Endangered Species Act, or endanger the critical habitat of such species.

e. That the permittee agrees to make every reasonable effort to prosecute the construction or operation of the work authorized herein in a manner so as to minimize any adverse impact on fish, wildlife, and natural environmental values.

f. That the permittee agrees that he will prosecute the construction or work authorized herein in a manner so as to minimize any degradation of water quality.

g. That the permittee shall allow the District Engineer or his authorized representative(s) or designee(s) to make periodic inspections at any time deemed necessary in order to assure that the activity being performed under authority of this permit is in accordance with the terms and conditions prescribed herein.

h. That the permittee shall maintain the structure or work authorized herein in good condition and in reasonable accordance with the plans and drawings attached hereto.

i. That this permit does not convey any property rights, either in real estate or material, or any exclusive privileges; and that it does not authorize any injury to property or invasion of rights or any infringement of Federal, State, or local laws or regulations.

j. That this permit does not obviate the requirement to obtain state or local assent required by law for the activity authorized herein.

k. That this permit may be either modified, suspended or revoked in whole or in part pursuant to the policies and procedures of 33 CFR 325.7.

l. That in issuing this permit, the Government has relied on the information and data which the permittee has provided in connection with his permit application. If, subsequent to the issuance of this permit, such information and data prove to be materially false, materially incomplete or inaccurate, this permit may be modified, suspended or revoked, in whole or in part, and/or the Government may, in addition, institute appropriate legal proceedings.

m. That any modification, suspension, or revocation of this permit shall not be the basis for any claim for damages against the United States.

n. That the permittee shall notify the District Engineer at what time the activity authorized herein will be commenced, as far in advance of the time of commencement as the District Engineer may specify, and of any suspension of work, if for a period of more than one week, resumption of work and its completion.

o. That if the activity authorized herein is not completed on or before 31st day of Dec., 19 93, (three years from the date of issuance of this permit unless otherwise specified) this permit, if not previously revoked or specifically extended, shall automatically expire.

p. That this permit does not authorize or approve the construction of particular structures, the authorization or approval of which may require authorization by the Congress or other agencies of the Federal Government.

q. That if and when the permittee desires to abandon the activity authorized herein, unless such abandonment is part of a transfer procedure by which the permittee is transferring his interests herein to a third party pursuant to General Condition t hereof, he must restore the area to a condition satisfactory to the District Engineer.

r. That if the recording of this permit is possible under applicable State or local law, the permittee shall take such action as may be necessary to record this permit with the Register of Deeds or other appropriate official charged with the responsibility for maintaining records of title to and interests in real property.

s. That there shall be no unreasonable interference with navigation by the existence or use of the activity authorized herein.

t. That this permit may not be transferred to a third party without prior written notice to the District Engineer, either by the transferee's written agreement to comply with all terms and conditions of this permit or by the transferee subscribing to this permit in the space provided below and thereby agreeing to comply with all terms and conditions of this permit. In addition, if the permittee transfers the interests authorized herein by conveyance of realty, the deed shall reference this permit and the terms and conditions specified herein and this permit shall be recorded along with the deed with the Register of Deeds or other appropriate official.

u. That if the permittee during prosecution of the work authorized herein, encounters a previously unidentified archeological or other cultural resource within the area subject to Department of the Army jurisdiction that might be eligible for listing in the National Register of Historic Places, he shall immediately notify the district engineer.

II. Special Conditions: (Here list conditions relating specifically to the proposed structure or work authorized by this permit):

2a. That the project shall not cause: 1) violation of applicable water quality standards of the Illinois Pollution Control Board, Title 35, Subtitle C: Water Pollution Rules and Regulations; 2) water pollution as defined and prohibited by the Illinois Environmental Protection Act; and 3) interference with water use practices near public recreation areas or water supply intakes.

2b. That applicant shall provide adequate planning and supervision during the project construction period for implementing construction methods, processes and cleanup procedures necessary to prevent water pollution and control erosion.

2c. That any material excavated, dredged or otherwise produced must not be returned to the river or stream but must be deposited in a self-contained area in compliance with all state statutes, regulations and permit requirements with no discharge to the waters of the state unless a permit has been issued by the Illinois Environmental Protection Agency. Any backfilling must be done with clean material and placed in a manner to prevent violation of stream water quality standards.

2d. That all dredged material shall be deposited in the Pillsbury Company landfill located at the dredged site, as currently permitted by the Division of Land Pollution Control of the Environmental Protection Agency.

2e. That permittee shall be aware of the Union Electric Company 138kv aerial electric transmission line located at approximate mile 177.8. Dredging equipment shall maintain a minimum of twenty (20) feet radial clearance in any area directly under or adjacent to any of Union Electric's overhead facilities.

2f. That permittee shall not dredge any area located upstream from cell number 2. _____

The following Special Conditions will be applicable when appropriate:

III STRUCTURES IN OR AFFECTING NAVIGABLE WATERS OF THE UNITED STATES:

3. a. That this permit does not authorize the interference with any existing or proposed Federal project and that the permittee shall not be entitled to compensation for damage or injury to the structures or work authorized herein which may be caused by or result from existing or future operations undertaken by the United States in the public interest.
3. b. That no attempt shall be made by the permittee to prevent the full and free use by the public of all navigable waters at or adjacent to the activity authorized by this permit.
3. c. That if the display of lights and signals on any structure or work authorized herein is not otherwise provided for by law, such lights and signals as may be prescribed by the United States Coast Guard shall be installed and maintained by and at the expense of the permittee.
3. d. That the permittee, upon receipt of a notice of revocation of this permit or upon its expiration before completion of the authorized structure or work, shall, without expense to the United States and in such time and manner as the Secretary of the Army or his authorized representative may direct, restore the waterway to its former conditions. If the permittee fails to comply with the direction of the Secretary of the Army or his authorized representative, the Secretary or his designee may restore the waterway to its former condition, by contract or otherwise, and recover the cost thereof from the permittee.
- e. Structures for Small Boats: That permittee hereby recognizes the possibility that the structure permitted herein may be subject to damage by wave wash from passing vessels. The issuance of this permit does not relieve the permittee from taking all proper steps to insure the integrity of the structure permitted herein and the safety of boats moored thereto from damage by wave wash and the permittee shall not hold the United States liable for any such damage.

IV MAINTENANCE DREDGING:

4. a. That when the work authorized herein includes periodic maintenance dredging, it may be performed under this permit for 9-1/2 years from the date of issuance of this permit (*ten years unless otherwise indicated*);
4. b. That the permittee will advise the District Engineer in writing at least two weeks before he intends to undertake any maintenance dredging.

V DISCHARGES OF DREDGED OR FILL MATERIAL INTO WATERS OF THE UNITED STATES:

5. a. That the discharge will be carried out in conformity with the goals and objectives of the EPA Guidelines established pursuant to Section 404(b) of the Clean Water Act and published in 40 CFR 230;
5. b. That the discharge will consist of suitable material free from toxic pollutants in toxic amounts.
5. c. That the fill created by the discharge will be properly maintained to prevent erosion and other non-point sources of pollution.

DISPOSAL OF DREDGED MATERIAL INTO OCEAN WATERS:

- a. ~~That the disposal will be carried out in conformity with the goals, objectives, and requirements of the EPA criteria established pursuant to Section 102 of the Marine Protection, Research and Sanctuaries Act of 1972, published in 40 CFR 220-228.~~
- b. That the permittee shall place a copy of this permit in a conspicuous place in the vessel to be used for the transportation and/or disposal of the dredged material as authorized herein.

This permit shall become effective on the date of the District Engineer's signature.

Permittee hereby accepts and agrees to comply with the terms and conditions of this permit.

PERMITTEE

DATE

BY AUTHORITY OF THE SECRETARY OF THE ARMY:

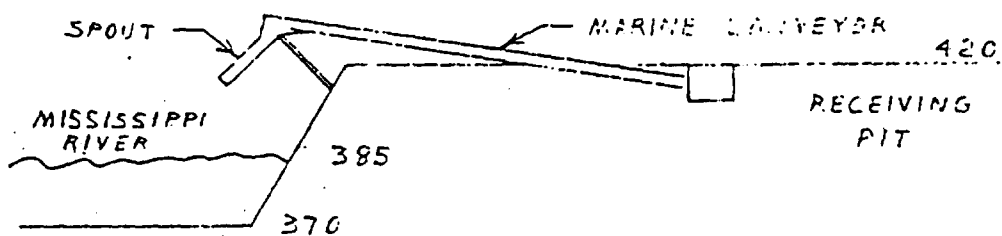
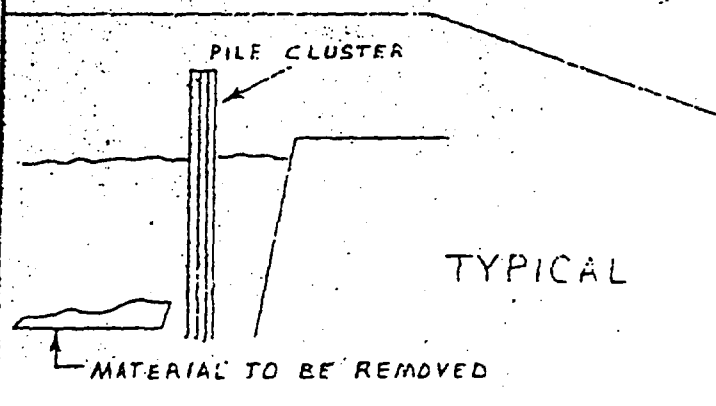
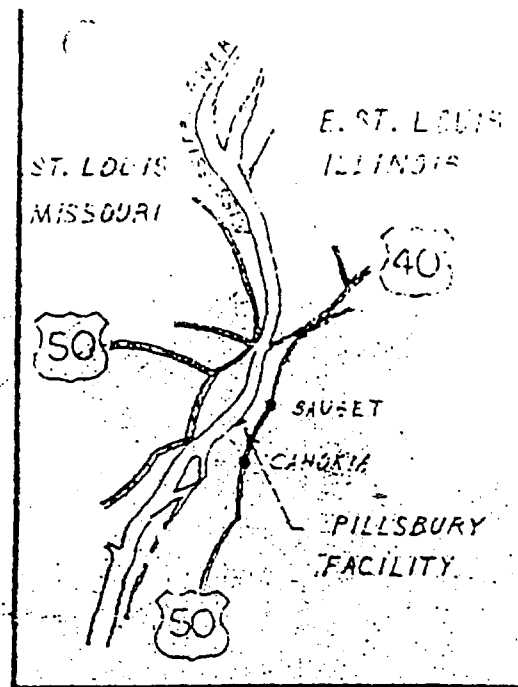
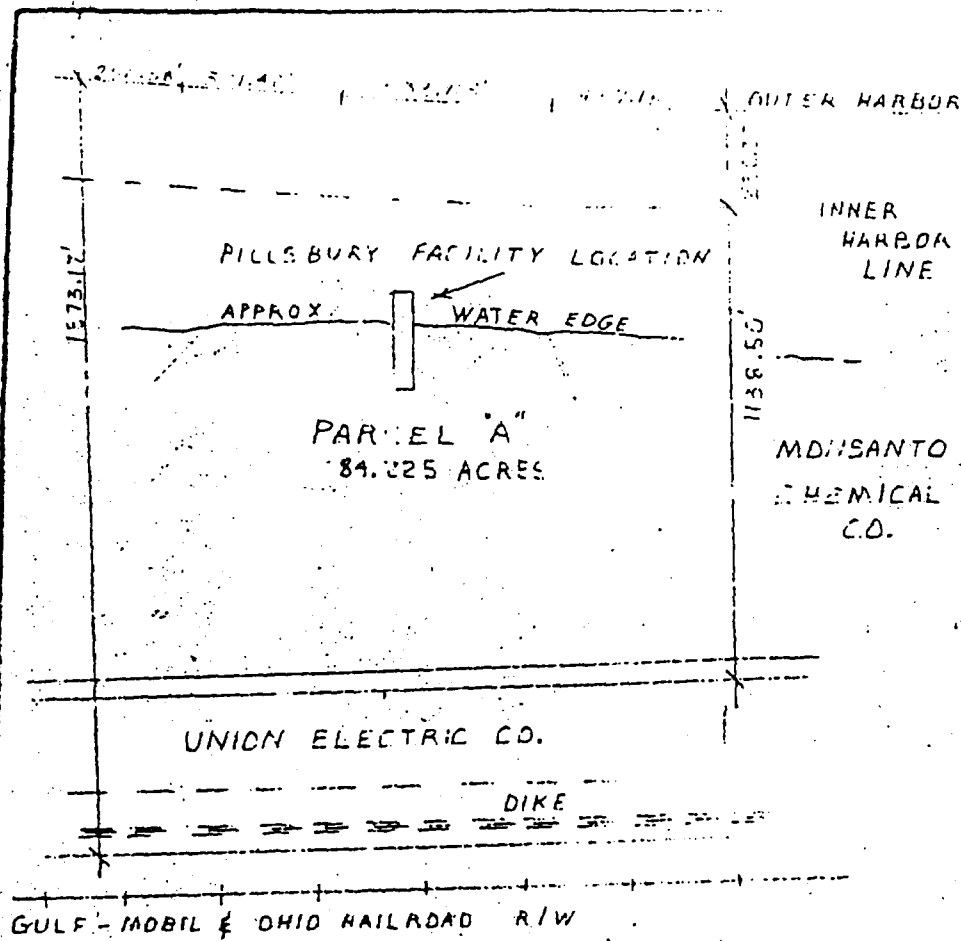
DISTRICT ENGINEER,
U.S. ARMY, CORPS OF ENGINEERS

DATE

Transferee hereby agrees to comply with the terms and conditions of this permit.

TRANSFEEE

DATE



DISPOSAL SITE: IEPA PERMIT NO.-980-11 OP

LIST OF ADJACENT PROPERTY OWNERS

NO.	NAME	ADDRESS
1.	N. MONSANTO	
2.	E. UNION ELECTRIC	
3.	S. ALTON & SOUTHERN R.R.	
4.		

P-07V OXL 1 001493

PROJECT DESCRIPTION:

MAINTENANCE
DREDGING
LOCATION: MILEPOST
177.6 MISSISSIPPI
SAUGET, ILLINOIS

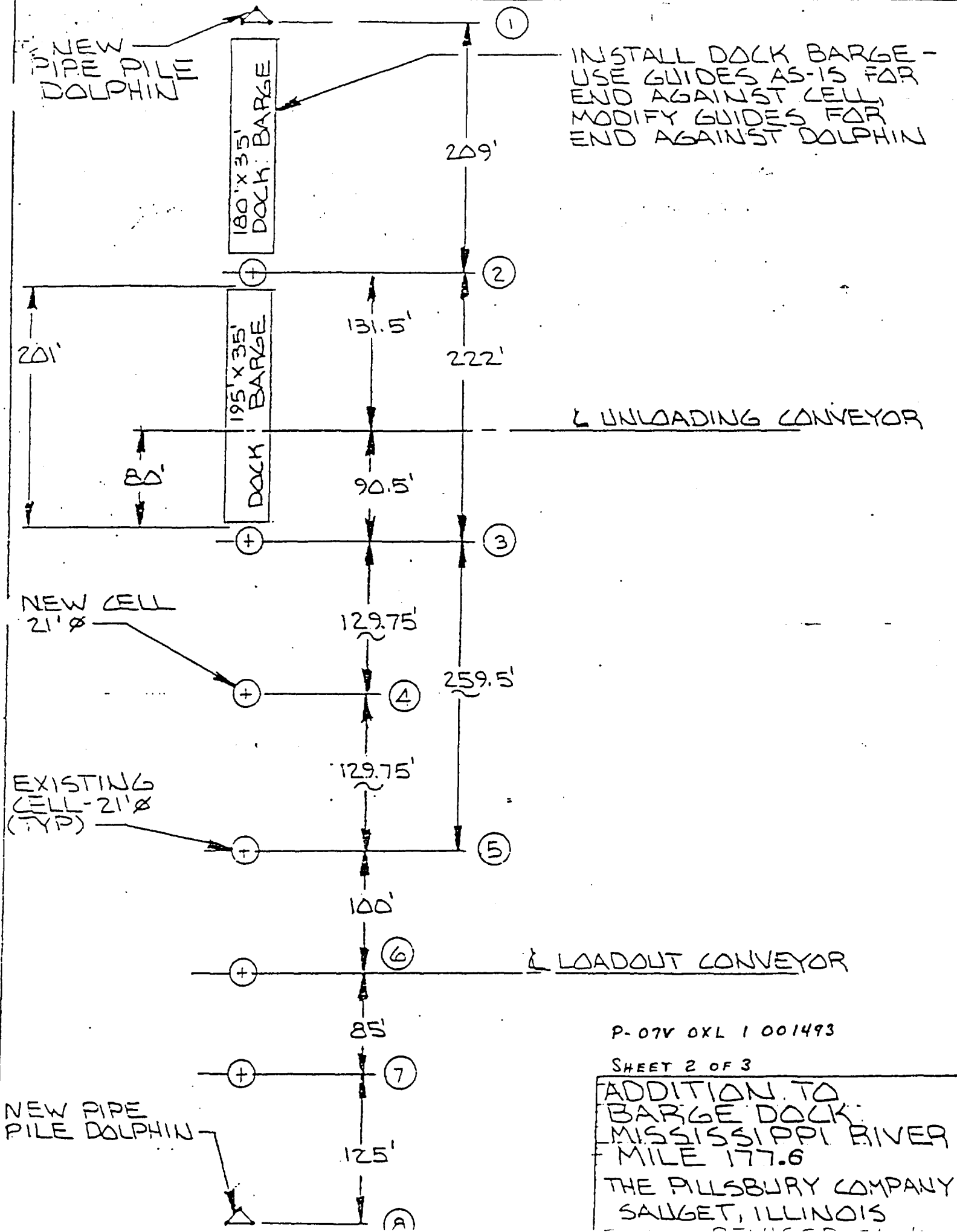
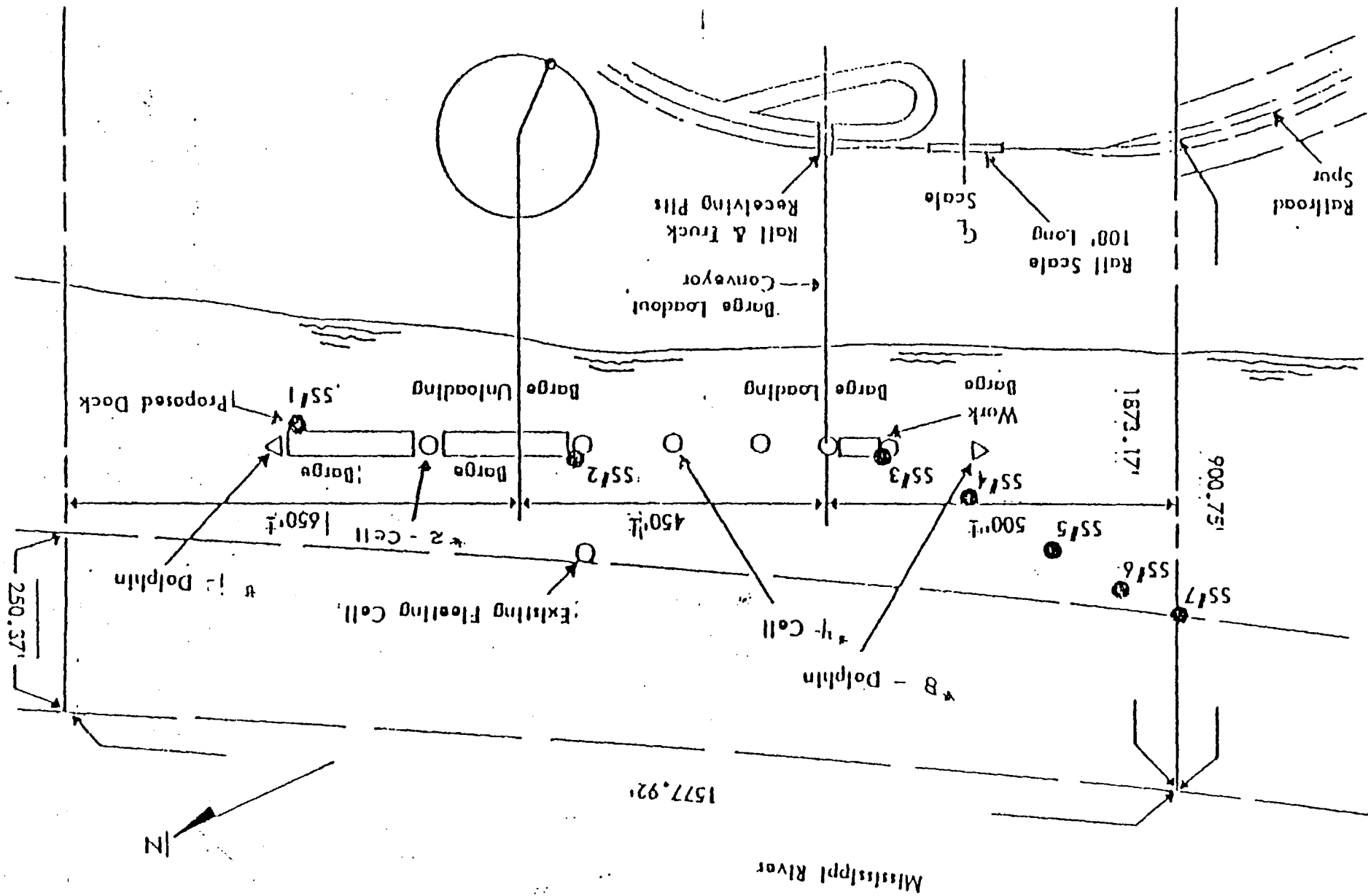


Figure 1 - Schematic of Barge Loading Facility and River Sediment Sampling Points



NEW ISSUE**RATING: STANDARD & POOR'S: A**

In the opinion of Borge and Pitt, Bond Counsel, based on existing statutes, regulations, court decisions and rulings, interest on the Series 1980 Bonds will be exempt from all present Federal income taxes except that such exemption is not applicable with respect to interest on any Series 1980 Bond for any period during which it is held by a person who is a "substantial user" of the Project or a "related person" within the meaning of Section 103(b) of the Internal Revenue Code of 1954, as amended.

\$2,500,000

**VILLAGE OF SAUGET, ILLINOIS
INDUSTRIAL DEVELOPMENT REVENUE BONDS
(THE PILLSBURY COMPANY PROJECT)
Series 1980**

Dated: May 1, 1980**Due: May 1, 2005**

The Series 1980 Bonds are payable solely from certain loan repayments (except to the extent paid out of Bond proceeds or income from the temporary investment thereof) and secured by a pledge and assignment of certain of the revenues to be derived by the Village of Sauget, Illinois (the "Village") pursuant to a Loan Agreement by and between the Village and The Pillsbury Company (the "Company") and are not a general obligation of the Village. No Bondholder shall have the right to compel the exercise of the taxing power or appropriation of any other funds, revenues or property of the Village for the payment of the principal of, premium (if any) or interest on the Bonds.

THE PILLSBURY COMPANY**8¾% Term Bonds Due May 1, 2005****Price 100%****(Plus accrued interest from May 1, 1980)**

The Series 1980 Bonds will be issued pursuant to a Trust Indenture between the Village and Continental Illinois National Bank and Trust Company of Chicago, Trustee and Paying Agent. Principal and semi-annual interest (November 1, 1980, and each May 1 and November 1 thereafter) are payable at the principal office of the Trustee and Paying Agent. The Series 1980 Bonds will be issuable as coupon Bonds in the denomination of \$5,000 each, registrable as to principal only, and as fully registered Bonds in the denomination of \$5,000 or any integral multiple thereof. Coupon Bonds and fully registered Bonds will be interchangeable.

The Series 1980 Bonds will be subject to mandatory and optional redemption prior to maturity as more fully described herein.

The Series 1980 Bonds will be offered by the Underwriter when, as and if issued by the Village and accepted by the Underwriter and subject to the approval of legality by Borge and Pitt, Bond Counsel, and certain other conditions. Certain legal matters will be passed upon for the Underwriter by its legal counsel, Leonard, Street and Deinard, Minneapolis, Minnesota. It is expected that the Series 1980 Bonds in definitive form will be available for delivery in Chicago, Illinois on or about June 11, 1980.

Piper, Jaffray & Hopwood
Incorporated

The Date of this Official Statement is June 3, 1980

No dealer, salesman or any other person has been authorized to give any information or to make any representations, other than those contained in this Official Statement, in connection with the offering contained herein, and, if given or made, such information or representations must not be relied upon as having been authorized by the Village of Sauget, Illinois, by The Pillsbury Company or by the Underwriter. This Official Statement does not constitute an offer to sell, or a solicitation of an offer to buy, any of the securities offered hereby in any state to any person in any jurisdiction where such offer or solicitation of such offer would be unlawful. The delivery of this Official Statement at any time does not imply that the information herein is correct as of any time subsequent to its date. Neither the delivery of this Official Statement nor any sale hereunder shall under any circumstances create any implication that there has been no change in the affairs of the Village or the Company since the date hereof.

TABLE OF CONTENTS

	<u>Page</u>
OFFICIAL STATEMENT	
Introductory Statement	3
The Village	3
The Project	4
The Series 1980 Bonds	4
The Loan Agreement	6
The Indenture	9
Tax Exemption	12
Legal Matters	12
Underwriting	12
Rating	13
Miscellaneous	13
APPENDIX - The Pillsbury Company	A-1

THESE SECURITIES HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION BY REASON OF THE PROVISIONS OF SECTION 3(a) (2) OF THE SECURITIES ACT OF 1933, AS AMENDED. THE REGISTRATION OR QUALIFICATION OF THESE SECURITIES IN ACCORDANCE WITH APPLICABLE PROVISIONS OF SECURITIES LAWS OF THE JURISDICTIONS IN WHICH THEY HAVE BEEN REGISTERED OR QUALIFIED AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN OTHER JURISDICTIONS SHALL NOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THESE JURISDICTIONS NOR ANY OF THEIR AGENCIES HAVE PASSED UPON THE MERITS OF THE SECURITIES OR THE ACCURACY OR COMPLETENESS OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

OFFICIAL STATEMENT
\$2,500,000
VILLAGE OF SAUGET, ILLINOIS
8¾% INDUSTRIAL DEVELOPMENT REVENUE BONDS
(THE PILLSBURY COMPANY PROJECT)
SERIES 1980

INTRODUCTORY STATEMENT

This Official Statement of the Village of Sauget, Illinois (the "Village") is provided to furnish information in connection with the sale of its Industrial Development Revenue Bonds (The Pillsbury Company Project) Series 1980 (the "Series 1980 Bonds"). The Series 1980 Bonds will be issued in the aggregate principal amount of \$2,500,000 and will mature on May 1, 2005. The Series 1980 Bonds will be issued pursuant to a Trust Indenture dated as of May 1, 1980 (the "Indenture") between the Village and Continental Illinois National Bank and Trust Company of Chicago, as Trustee (the "Trustee"), which provides for the issuance of one or more series of additional bonds (the "Additional Bonds"). The Series 1980 Bonds and the Additional Bonds are hereinafter collectively referred to as the "Bonds", unless the context clearly indicates otherwise.

The Series 1980 Bonds will be issued by the Village to finance a portion of the cost of acquiring, constructing and equipping certain facilities for the unloading of grain and other bulk commodities from railroad cars and trucks and the loading of such commodities into barges (the "Project") for The Pillsbury Company (the "Company") to be located in the Village of Sauget, St. Clair County, Illinois. Prior to the issuance of the Series 1980 Bonds the Village will enter into a Loan Agreement dated as of May 1, 1980 (the "Loan Agreement") with the Company providing for a loan of the proceeds received from the sale of the Bonds to the Company to pay the cost of the Project and obligating the Company to repay the loan in such amounts and at such times as will be sufficient to pay the principal of, premium, if any, and interest on the Bonds.

There follows in this Official Statement a description of the Village, the Project, the Series 1980 Bonds, the Loan Agreement and the Indenture. Information with respect to the Company, including certain financial statements of the Company, is set forth in the Appendix hereto. All descriptions herein of the Series 1980 Bonds, the Loan Agreement and the Indenture are qualified in their entirety by reference to such documents. The summaries herein do not purport to be complete and are expressly made subject to the exact provisions of the complete documents, all of which will be available for inspection at the office of the Trustee. The statements contained under the headings, "THE VILLAGE," "THE SERIES 1980 BONDS," "THE LOAN AGREEMENT," "THE INDENTURE" and "TAX EXEMPTION" have been reviewed by Borge and Pitt, Bond Counsel, who are of the opinion that such statements are accurate statements or summaries of the matters set forth therein and fairly present the information purported to be shown. All information contained under the heading "THE PROJECT" and in the Appendix has been furnished by the Company, which has indemnified the Underwriter and the Village with respect to certain liabilities. During the period of the offering, copies of the Loan Agreement and the Indenture will be available at the principal office of Piper, Jaffray & Hopwood Incorporated, Minneapolis, Minnesota.

THE VILLAGE

The Village is a home rule municipality in St. Clair County, Illinois and is authorized to carry out the financing under the provisions of Article VII, Section 6, of the Illinois Constitution of 1970 and Ordinance No. 407, adopted and approved by the President and Board of Trustees of the Village on May 17, 1977 (the "Enabling Ordinance").

THE PROJECT

The Project will consist of facilities for the unloading of grain and other commodities from railroad cars and trucks and the loading of such commodities into barges. This new facility will have the capacity of unloading grain and other commodities from trucks or hopper cars directly to barges at a rate of approximately 600 tons per hour. The Project will be located on property leased from Riverport Terminal and Fleeting Company located in the Village of Sauget, St. Clair County, Illinois. The total cost is estimated at approximately \$2,500,000.

Use of Proceeds

The proceeds from the Series 1980 Bonds are expected to be used as follows:

Barge Loading Equipment	\$ 975,000
Marine Cells	400,000
Rail Siding	255,000
Dust Control System	200,000
Automatic Sampler and Control Building	50,000
Truck Scale	50,000
Barge Winches	50,000
Shop, Office, Road Work	250,000
Underwriting, legal, printing and miscellaneous expenses	270,000
Amount of Series 1980 Bond Issue	<u>\$2,500,000</u>

THE SERIES 1980 BONDS

The Series 1980 Bonds will be issued in the aggregate principal amount of \$2,500,000, will bear interest at the rate per annum set forth on the cover page hereof, payable semi-annually on May 1 and November 1 of each year commencing November 1, 1980, and will mature on May 1, 2005. The Series 1980 Bonds will be issuable as coupon Bonds in the denomination of \$5,000 each, registrable as to principal only, or as fully registered Bonds in the denomination of \$5,000 or any integral multiple thereof. Coupon Bonds and fully registered Bonds will be interchangeable without charge to the holder except for any tax or governmental charge. The Village shall not be required to transfer or exchange (i) any Series 1980 Bonds during the period beginning at the opening of business on the tenth business day preceding the selection of Series 1980 Bonds to be redeemed and ending at the close of business on the day notice of redemption is given or (ii) any Series 1980 Bonds selected, called or being called for redemption. Coupon Series 1980 Bonds and any initially issued fully registered Series 1980 Bonds will be dated May 1, 1980. Interest on each fully registered Series 1980 Bond will be payable to the person in whose name such Bond is registered at the close of business on the applicable record date (generally, the April 15 or October 15 next preceding the applicable interest payment date).

Security for the Series 1980 Bonds

In order to secure payment of the principal of, premium, if any, and interest on the Bonds, the Village will pledge and assign to the Trustee certain of its rights and interests under the Loan Agreement, including all payments in respect of the loan indebtedness payable by the Company under the Loan Agreement. Such payments are required to be sufficient in amount to pay when due the principal of, premium, if any, and interest on the Bonds.

The Series 1980 Bonds will be limited obligations of the Village and, except to the extent payable from Series 1980 Bond proceeds or income from the temporary investment thereof, will be payable solely from and secured by a pledge and assignment of certain of the revenues to be derived by the Village pursuant to the Loan Agreement. **THE PROJECT WILL NOT CONSTITUTE ANY PART OF THE SECURITY FOR THE SERIES 1980 BONDS.** The Series 1980 Bonds will not be general obligations of the Village and will not constitute a debt or liability of the State of Illinois or any political subdivision thereof, and neither such State nor any political subdivisions thereof will be liable on the Series 1980 Bonds nor will the Series

1980 Bonds be payable out of any funds other than those pledged and assigned under the Indenture. The issuance of the Series 1980 Bonds will not directly or indirectly or contingently obligate the Village, the State of Illinois or any political subdivision of the State of Illinois to levy any form of taxation therefor or to make any appropriation for their payment.

Redemption Provisions

Extraordinary Mandatory Redemption. The Series 1980 Bonds are subject to mandatory redemption by the Village, out of moneys required to be provided by the Company for that purpose, at any time as a whole and not in part at a redemption price of the principal amount thereof plus accrued interest to the redemption date plus a premium equal to one year's interest borne by such Series 1980 Bonds for each 12 month period or part thereof elapsed between an "Event of Taxability" (as defined in the Loan Agreement) and the date of redemption in the event it is determined that an "Event of Taxability" has occurred.

An "Event of Taxability" is defined in the Loan Agreement as the occurrence of the circumstances described in Section 103(b)(6)(D) of the Internal Revenue Code of 1954, as amended (the "Code"), with the result that the interest payable on the Series 1980 Bonds becomes includable in the gross income of a holder thereof (other than a holder who is a "substantial user" or "related person" as such terms are defined in the Code). Such circumstances are generally the payment or incurrence, within a six year period (commencing three years prior to, and ending three years subsequent to, the date of issuance of the Series 1980 Bonds), of "Capital Expenditures" (as defined in the Code) by the Company or a "related person" (as defined in the Code), with respect to the Project or certain other facilities, in an amount which, when added to the aggregate authorized face amount of the Bonds, exceeds \$10,000,000 (except in certain circumstances as provided by the Code). In general, Capital Expenditures include all expenditures paid or incurred by the Company or a related person with respect to the Project (or any other facility in the Village) which could be capitalized under any provision of the Code, whether or not they are in fact capitalized. Capital Expenditures also include, under certain circumstances, expenditures paid or incurred by persons other than the Company or a related person (such as public bodies or utilities) with respect to the Project (or any other facility in the Village) of which the Company or related person is the "principal user." The Company has covenanted not to pay or incur any such Capital Expenditures which would cause interest on the Series 1980 Bonds to become subject to Federal income taxes pursuant to Section 103(b) of the Code during the period commencing on the date of the issuance of the Series 1980 Bonds and ending three years subsequent thereto.

An "Event of Taxability" will be determined to have occurred if such a determination is made by a court or the Internal Revenue Service, or if the Company shall deposit with the Trustee a certificate, to the effect that interest on the Series 1980 Bonds is includable in the gross income of the recipient for Federal income tax purposes (other than a holder or owner of such Bonds who is a "substantial user" of the Project or a "related person") as a result of the limitations prescribed in Section 103(b)(6) of the Code having been exceeded.

Mandatory Sinking Fund Redemption. The Series 1980 Bonds are subject to mandatory redemption through operation of a sinking fund. So long as any of the Series 1980 Bonds are outstanding, the Company is required to make payments under the Loan Agreement sufficient to allow the Trustee to redeem \$250,000 aggregate principal amount of the Series 1980 Bonds, at 100% of the principal amount thereof, together with accrued interest to the date fixed for redemption, on May 1 of each year beginning with May 1, 1996 and ending with May 1, 2004, or if less than such principal amount is then outstanding, an amount equal to the aggregate principal amount of the Series 1980 Bonds then outstanding. The Series 1980 Bonds to be redeemed at each date are to be selected by lot in such manner as may be selected by the Trustee. The principal amount of the Series 1980 Bonds required to be redeemed by operation of the sinking fund may be reduced by the principal amount of any such Series 1980 Bonds which have been theretofore delivered by the Company to the Trustee for cancellation, or theretofore purchased or redeemed (otherwise than through the operation of the sinking fund), and which have not theretofore been made the basis for such a reduction, as provided in the Indenture.

Optional Redemption. At the option of the Company, the Series 1980 Bonds may also be redeemed by the Village, prior to maturity on or after May 1, 1990, as a whole or in part on any interest payment date,

and if in part then by lot in such manner as may be designated by the Trustee, at the redemption prices (expressed as percentages of aggregate principal amount) set forth in the table below, plus accrued interest to the redemption date:

<u>Redemption Dates</u>	<u>Redemption Prices</u>
May 1, 1990 and November 1, 1990	103%
May 1, 1991 and November 1, 1991	102-1/2
May 1, 1992 and November 1, 1992	102
May 1, 1993 and November 1, 1993	101-1/2
May 1, 1994 and November 1, 1994	101
May 1, 1995 and November 1, 1995	100-1/2
May 1, 1996 and thereafter	100

Extraordinary Optional Redemption. The Series 1980 Bonds will be subject to redemption by the Village at the option of the Company, in whole but not in part, at any time at 100% of the principal amount thereof plus accrued interest to the redemption date, if the Company notifies the Trustee that it has elected to prepay the loan as a result of the occurrence of any of the following events within the preceding 180 days:

(1) all or substantially all of the Project shall have been damaged or destroyed or title to, or the temporary use of, all or substantially all of the Project shall have been taken under the power of eminent domain or sold under threat of such taking and the Company shall determine that it is not practicable or desirable to rebuild, repair or replace the Project;

(2) the Loan Agreement shall have become void or unenforceable or impossible of performance in accordance with the intent and purpose of the parties as expressed in the Loan Agreement, or unreasonable burdens or excessive liabilities shall have been imposed on the Village or the Company as a result of changes in the Constitution of the State of Illinois or the Constitution of the United States of America or as a result of any legislative, judicial or administrative action; or

(3) a final order or decree of any court or administrative body shall require the Company to cease a substantial part of the operations at the Project to such extent that, in the opinion of an independent engineer or architect, the Company will be prevented from carrying on the normal operation of the Project for a period of six months.

Notice of Redemption

Notice of the call for any redemption, identifying the Series 1980 Bonds or portions thereof to be redeemed, will be given by publication at least twice in a newspaper of general circulation and in a financial journal of limited circulation among dealers in municipal bonds, both published in the City of New York, New York, not more than 60 days and not less than 30 days prior to the redemption date, and, in the case of the redemption of Series 1980 Bonds registered as to principal (except to bearer) or fully registered, by mailing a copy of the redemption notice by registered or certified mail to the registered owner of each Bond to be redeemed, at the address shown on the registration books, not more than 60 days and not less than 30 days prior to the redemption date. Published notice need not be given if all Series 1980 Bonds to be redeemed are at that time registered as to principal (except bearer) or fully registered. Failure to give any such notice by mailing or any defect therein to the registered owner of any Bond designated for redemption will not, however, affect the validity of any proceedings for the redemption of any other Series 1980 Bonds. After the redemption date, no further interest shall accrue on any Series 1980 Bond called for redemption if payment of the redemption price has been duly made or provided for. See "THE INDENTURE — Defeasance."

THE LOAN AGREEMENT

Acquisition and Completion of the Project; Issuance of Series 1980 Bonds.

The Company has commenced the acquisition, construction and equipping of the Project. The Company has agreed to cause such acquisition, construction and equipping to be completed as soon as may be practicable.

The Village is issuing the Series 1980 Bonds to provide funds to finance a portion of the costs of acquiring, constructing, and equipping the Project. From the proceeds of the Series 1980 Bonds, a sum equal to the accrued interest on the Series 1980 Bonds from May 1, 1980 to the date of delivery thereof will be deposited in the Bond Fund created by the Indenture and the balance of the proceeds to be received from the sale of the Series 1980 Bonds will be deposited and held by the Trustee in the Construction Fund created by the Indenture.

The Trustee will make payments from the Construction Fund to pay the cost of the Project. In the event the principal proceeds of the Bonds are insufficient to pay the costs of acquiring, constructing and equipping the Project, the Company is obligated to complete the Project and to pay any deficiency using its own funds. The Company will not be entitled to any reimbursement for the cost of the Project from the Village (except from the proceeds of any Additional Bonds) or from the Trustee or from the holders of any of the Bonds; nor shall the Company be entitled to any diminution of the amount payable under the Loan Agreement.

Loan Repayments

In order to finance a portion of the Project, the Village will agree to loan the proceeds received from the sale of the Bonds to the Company.

The Company will agree to pay to the Trustee as repayment of the loan the following amounts on the following dates:

(a) With respect to each series of which Bonds are Outstanding (as defined in the Indenture), no later than 11:00 A.M. (Central Time) on each interest payment date with respect to such series, a sum (in funds immediately available to the Trustee) which, together with other moneys available therefor in the Bond Fund, will equal the interest to be paid on the Outstanding Bonds of such series on such interest payment date; and

(b) With respect to each series of which Bonds are Outstanding (as defined in the Indenture), no later than 11:00 A.M. (Central Time) on each principal installment date with respect to such series, a sum (in funds immediately available to the Trustee) which, together with other moneys available therefor in the Bond Fund, will equal the sum of (i) the principal of the Outstanding Bonds of such series which will become due and payable on such principal installment date, (ii) the amount, if any, required to be deposited on such principal installment date in respect of such series pursuant to any sinking fund provisions of the Indenture, (iii) any applicable redemption premium with respect to such series and (iv) any accrued interest which will become due and payable on such principal installment date with respect to such series.

The Company also will agree to pay to the Trustee, as part of the payments under the Loan Agreement, the reasonable fees, charges and expenses of the Trustee and any paying agent on the Bonds.

Such payments required under the Loan Agreement will be pledged and assigned to the Trustee by the Village, and the Company's obligation to make such payments will be absolute and unconditional and will not be subject to any defense (other than payment) or any right of set-off, counterclaim, abatement or otherwise until such time as the Bonds have been fully paid or provision for their payment has been made in accordance with the provisions of the Indenture. The Company will not suspend the performance of its obligations under the Loan Agreement for any cause, including failure by the Village to perform any agreement, duty, liability or obligation under the Loan Agreement. The Company will pay such amounts directly to the Trustee. In the event the Company fails to make any required payment, the obligation to make such payment will continue until the amount in default has been paid, together with interest thereon at the rate per annum borne by the Series 1980 Bonds or by any series of Additional Bonds in respect of which such default has occurred.

Special Covenants

The Company will agree that during the term of the Loan Agreement it will maintain in good standing its corporate existence as a corporation of one of the United States of America, authorized to do business as a foreign corporation and in good standing under the laws of the State of Illinois, will not dissolve or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into another

corporation; provided that the Company may consolidate with or merge into another domestic corporation (i.e., a corporation (i) incorporated and existing under the laws of one of the states of the United States of America and qualified to do business in the State of Illinois as a foreign corporation or (ii) incorporated and existing under the laws of the State of Illinois), or sell or otherwise transfer to another domestic corporation all or substantially all of its assets as an entirety and thereafter dissolve, provided the resulting, surviving or transferee corporation, as the case may be, has a net worth, after giving effect to such consolidation, merger, sale or transfer, at least equal to 85% of the net worth of the Company immediately preceding such consolidation, merger, sale or transfer, and unconditionally assumes in writing and agrees to perform all of the obligations of the Company under the Loan Agreement.

The Company will covenant and agree that it has not taken or permitted and will not take or permit to be taken, and the Village will covenant and agree that it has not taken and will not take, any action which results in interest paid on the Series 1980 Bonds being included in Federal gross income of the holders of such Bonds for purposes of Federal income taxation; provided, however, that such covenants and agreements will not require either the Company or the Village to enter an appearance in or intervene in any administrative, legislative or judicial proceeding in connection with any changes in applicable laws, rules or regulations, or decisions of any court or administrative agency or other governmental body affecting the taxation of interest on such Bonds.

The Company will covenant and agree to notify the Trustee and the Village of any event of which the Company has notice and which event would require the Series 1980 Bonds to be redeemed. See "THE SERIES 1980 BONDS — Redemption Provisions — Extraordinary Mandatory Redemption."

Special Arbitrage Covenants

The Company will covenant with the Village and the purchasers and holders of the Series 1980 Bonds from time to time outstanding that as long as any of the Series 1980 Bonds remain outstanding, moneys on deposit in any fund or account in connection with the Series 1980 Bonds, whether or not such moneys were derived from the proceeds of the sale of the Series 1980 Bonds or from any other sources, will not be used in a manner which will cause the Series 1980 Bonds to become "arbitrage bonds" within the meaning of Section 103(c) of the Code and any regulations promulgated or proposed thereunder.

Assignment

The Loan Agreement may be assigned in whole or in part by the Company without the necessity of obtaining the consent of either the Village or the Trustee provided that (a) no assignment will relieve the Company from liability for any of its obligations under the Loan Agreement in the event that its assignee does not perform and, in the event of any such assignment, the Company shall continue to remain liable for payment of the amounts specified in the Loan Agreement and for performance and observance of the other covenants, warranties, representations and agreements on its part therein provided to be performed and observed to the same extent as though no assignment had been made, and (b) the assignee shall assume the obligations of the Company under the Loan Agreement to the extent of the interest assigned, and (c) the Company furnishes or causes to be furnished to the Village and the Trustee a copy of each such assignment and assumption of obligations agreement.

Events of Default and Remedies

The Loan Agreement will provide that each of the following will constitute an event of default:

(a) Failure by the Company to pay the amount required to be paid under the Loan Agreement with respect to principal or interest payments on the Bonds when due and payable thereunder.

(b) Any material breach by the Company of any representation or warranty made in the Loan Agreement or failure by the Company to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in (a) above, for a period of thirty days after written notice specifying such failure and requesting that it be remedied, given to the Company by the Trustee or the Village, unless (i) the Trustee and the Village agree in writing to an extension of such time prior to its expiration or (ii) if the default be such that it cannot be corrected within the applicable period, corrective action is instituted by the Company within the applicable period and diligently pursued until the default is corrected.

(c) Certain events of bankruptcy, insolvency or reorganization involving the Company or failure by the Company to lift any execution, garnishment or attachment of such consequence as will impair its ability to carry out its obligations under the Loan Agreement.

(d) Default by the Company under any mortgage, indenture or other instrument whereby any money borrowed by the Company or any consolidated subsidiary, now existing or hereafter created, shall result in such indebtedness, if in excess of \$500,000, becoming or being declared due and payable prior to the date on which it would be otherwise due.

A default shall not be deemed to constitute an event of default under (b) above if, by reason of *force majeure*, the Company is unable to carry out its obligations under the Loan Agreement.

Upon the happening of an event of default (other than a failure to continue to operate the Project), the Village shall, whenever the Trustee shall have declared due and payable the principal of all Bonds then outstanding pursuant to the Indenture, declare all unpaid indebtedness under the Loan Agreement to be immediately due and payable, whereupon the same will become immediately due and payable. In addition, the Village and the Trustee may have access to and inspect, examine and make copies of the books and records and any and all accounts, data, and income tax and other tax returns of the Company as they pertain to the Project. The Village may also, with the prior written consent of the Trustee, and the Trustee may take whatever action at law or in equity as may appear necessary or desirable to enforce the performance and observance of certain of the obligations, agreements, or covenants of the Company contained in the Loan Agreement. See "THE INDENTURE — Events of Default and Remedies."

Amendments

The Loan Agreement may not be amended without the consent of the Trustee. The Village and the Trustee may, without the consent of, or notice to, any of the Bondholders consent to any amendment of the Loan Agreement as may be required (a) by the provisions of the Loan Agreement or the Indenture, (b) for the purpose of curing any ambiguity or formal defect or omission, (c) so as to add additional rights, (d) in connection with the issuance of Additional Bonds, (e) so as to more precisely identify the Project or substitute or add thereto other property, or (f) in connection with any other change therein which, in the judgment of the Trustee, is not to the prejudice of the Trustee or the holders of the Bonds.

Except for the amendments outlined in (a) through (f) above, neither the Village nor the Trustee may consent to any other amendment of the Loan Agreement without publication of notice and the written approval or consent of the holders of not less than 66-2/3% in aggregate principal amount of the Bonds then outstanding.

THE INDENTURE

Pledge and Assignment of Loan Agreement

Under the Indenture the Village will pledge and assign to the Trustee certain of its rights and interests under the Loan Agreement, including the payments in respect of the loan indebtedness payable by the Company under the Loan Agreement.

Construction Fund

The Indenture will create a Construction Fund into which will be deposited the proceeds from the sale of the Series 1980 Bonds, except for accrued interest which will be deposited in the Bond Fund. The Trustee will be authorized to make payments from the Construction Fund to the extent permitted by the Enabling Ordinance to pay costs of the Project, upon the receipt from the Company of requisitions setting out information required by the Loan Agreement. Upon delivery by the Company of a certificate evidencing completion of the Project, any balance in the Construction Fund may be used, at the written direction of the Company, (a) for the payment of any cost of the Project not then due and payable, (b) to purchase Bonds for the purpose of cancellation, or (c) for transfer to the Bond Fund.

Bond Fund

All payments to be received by the Village pursuant to the provisions of the Indenture and the Loan Agreement with respect to the indebtedness under the Loan Agreement will be paid directly to the Trustee for deposit in the Bond Fund created by the Indenture. The Trustee will pay from the moneys in the Bond Fund available therefor the principal of, premium, if any, and interest on the Bonds as and when due. Any amounts remaining in the Bond Fund after payment in full of the principal of, premium, if any, and interest on the Bonds (or provision for payment thereof having been made as provided in the Indenture), the fees, charges and expenses of the Village, the Trustee and any paying agent, and all other amounts required to be paid under the Loan Agreement and the Indenture, will be paid to the Company.

Investment of Moneys

All moneys held in the Bond Fund or the Construction Fund may be invested and reinvested by the Trustee, at the request of the Company, to the extent permitted by the Enabling Ordinance and law, in the following: bonds, notes, certificates of indebtedness, Treasury bills or other securities constituting direct obligations of, or obligations unconditionally guaranteed by, the United States of America, certificates of deposit or time deposits of banks or trust companies organized under the laws of the United States of America or any state thereof and having a capital and surplus of at least \$25,000,000, or commercial paper rated at least P-2 or A-2 or equivalent by Moody's Investors Service, Inc. or Standard & Poor's Corporation, respectively.

Any interest accruing on, or profit realized from, or loss resulting from, the investment of moneys in the Bond Fund will be credited or charged as may be appropriate, to such Fund. Any interest accruing on or profit realized from, or loss resulting from, the investment of any moneys in the Construction Fund will be credited or charged to such Fund. No investment shall have a maturity exceeding two years from its date of purchase by the Trustee.

The Trustee will not make any investment the effect of which would be to make the Series 1980 Bonds "arbitrage bonds" under Section 103(c) of the Code. The Trustee may follow the advice or direction of bond counsel as to investments which may be made in compliance with the preceding sentence.

Additional Bonds

One or more subsequent series of additional parity bonds ("Additional Bonds") may be issued to pay for any one or more of the following: (a) the costs of completing the Project or repairing or restoring the same; (b) the costs of making additions, improvements, modifications or changes in, on or to the Project; (c) the refunding, to the extent permitted by law and the Indenture, of all or any Bonds; and (d) the costs of issuance and sale of Additional Bonds. Any series of Additional Bonds may have different interest rates or redemption dates or other provisions peculiar to such series.

Defeasance

If the principal of, premium, if any, and interest on the Bonds is paid, or provision is made for payment of the same, together with all other sums payable under the Indenture by the Village, and all fees, compensation and expenses of the Village, the Trustee and any paying agents have been paid or provided for, then the lien of the Indenture will be cancelled and discharged.

Any Bond will be deemed to be paid when payment of the principal of and the applicable redemption premium, if any, on such Bond, plus accrued interest to the date thereof (whether such due date be by reason of maturity or upon redemption as provided in the Indenture or otherwise), either (a) has been made or has been caused to be made in accordance with the terms of the Indenture, or (b) has been provided for by irrevocably depositing with the Trustee, (i) moneys sufficient to make such payment and/or (ii) obligations of, or guaranteed as to principal and interest by, the United States of America maturing in such amount and at such times as will insure the availability of sufficient moneys to make such payment, and all necessary and proper fees, compensation and expenses of the Trustee and any paying agent. At such time as a Bond is deemed to be paid, it will no longer be entitled to the benefits of the Indenture except for purposes of any payment from such moneys or obligations.

Events of Default and Remedies

The Indenture will provide that each of the following will constitute an event of default:

(a) Failure to make any payment of principal or interest upon any Bond when the same shall have become due and payable.

(b) The occurrence of an "event of default" under the Loan Agreement.

(c) Default by the Village in the due and punctual performance of any of the other covenants, conditions, agreements and provisions contained in the Series 1980 Bonds, any Additional Bonds or in the Indenture for 60 days after written notice specifying such default and requiring the same to be remedied shall have been given to the Village and the Company by the Trustee, which notice may be given by the Trustee in its discretion and shall be given by the Trustee at the written request of the holders of at least 25% in aggregate principal amount of the Bonds then outstanding (or, in certain circumstances, at least 25% in aggregate principal amount of the outstanding Bonds of the Series of Bonds affected by such default).

Upon the occurrence of any event of default and so long as such event is continuing the Trustee may, and upon the written request of the holders of not less than 25% in aggregate principal amount of all then outstanding Bonds shall, by notice in writing delivered to the Company with copies of such notice to the Village, declare the principal of all Bonds then outstanding and the interest accrued thereon immediately due and payable and such principal and interest will thereupon become and be immediately due and payable; provided, however, that such acceleration shall not be effective until 15 days after the Trustee shall have notified the Company of such acceleration. The Trustee is entitled to require satisfactory indemnification prior to taking certain actions under the Indenture in connection with defaults.

The above provisions, however, will be subject to the conditions that if, after the principal of all Bonds then outstanding shall have been so declared to be due and payable, all arrears of interest on such Bonds and the principal and redemption premium, if any, on all Bonds then Outstanding (as defined in the Indenture) which will have become due and payable otherwise than by acceleration, and all other sums payable under the Indenture shall have been paid by or on behalf of the Village, then and in every such case, such default will be waived and such declaration and its consequences rescinded and annulled by the Trustee by written notice given to the Village and the Company by registered mail, which waiver, rescission and annulment shall be binding upon all Bondholders; but no such waiver, rescission and annulment will extend to or affect any subsequent default or impair any right or remedy consequent thereon.

No holder of any Series 1980 Bond or Additional Bond shall have the right under the Indenture to institute any suit for any remedy (other than to enforce such holder's right to receive principal of, premium, if any, and interest on such Series 1980 Bond or Additional Bond when due), unless written notice of any event of default shall have been given to the Trustee, the holders of not less than 25% in aggregate principal amount of such then outstanding Bonds (or, in certain circumstances, at least 25% in aggregate principal amount of the outstanding Bonds of the Series of Bonds affected) shall have made written request of the Trustee to exercise any of the remedies granted by the Indenture, satisfactory indemnity shall have been offered to the Trustee against the cost and expenses to be incurred and the Trustee shall not have complied with such request within a reasonable time.

Supplemental Indentures

The Village and the Trustee may, without the consent of or notice to any of the Bondholders, enter into an indenture or indentures supplemental to the Indenture (a) in connection with the issuance of Additional Bonds, (b) to add additional covenants of the Village or to surrender any right or power conferred by the Indenture upon the Village, and (c) to cure any ambiguity or to cure, correct or supplement any defective provision of the Indenture in such manner as will not impair the security thereof or adversely affect the holders of the Bonds.

Exclusive of supplemental indentures referred to above, the holders of not less than 66-2/3% in aggregate principal amount of the Bonds at that time outstanding shall have the right, from time to time, to consent to and approve the execution by the Village and the Trustee of supplemental indentures for the purpose of modifying or amending, in any particular, any of the terms or provisions contained in the Indenture or in any supplemental indenture; provided, however, that no such supplemental indenture shall

permit, or be construed as permitting (a) an extension of the maturity or mandatory sinking fund redemption date of the principal of or the interest on any Bond, or (b) a reduction in the principal amount of, or redemption premium on, any Bond or the rate of interest, or sinking fund redemption requirements, thereon, or (c) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (d) a reduction in the aggregate principal amount of the Bonds required for consent to such supplemental indenture.

Any supplemental indenture which affects any rights of the Company will not become effective unless and until the Company shall have consented to the execution and delivery thereof.

TAX EXEMPTION

Generally, interest on obligations of a State or a political subdivision of a State is exempt from Federal income taxation. Section 103(b) of the Internal Revenue Code of 1954, as amended, (the "Code") provides, however, that interest on any such obligation which is an "industrial development bond" will not be exempt. An exception to this provision is created by Section 103(b)(6)(D) for certain small issues of industrial development bonds. The Company, or a related person, by making capital expenditures with respect to facilities within the boundaries of the Village within the next three years may, pursuant to Section 103(b)(6)(D) of the Code, cause interest on the Series 1980 Bonds to become subject to Federal income taxation. In such event, the Loan Agreement provides that the Company must prepay the loan and the Indenture provides that the Series 1980 Bonds are to be redeemed upon terms stated in the Indenture and described herein under the caption "THE SERIES 1980 BONDS — Extraordinary Mandatory Redemption."

In the opinion of Borge and Pitt, Bond Counsel, based on existing statutes, regulations, court decisions and rulings, the interest on the Series 1980 Bonds will be exempt from all present Federal income taxes except that such exemption is not applicable with respect to interest on any Series 1980 Bond for any period during which such Bond is held by a person who is a "substantial user" of the Project or any person considered to be "related" to such person (within the meaning of Section 103(b)(6)(C) of the Code). In concluding that the interest on the Series 1980 Bonds will be exempt from all present Federal income taxes, Bond Counsel has relied upon a certificate of the Company with respect to certain material facts solely within the Company's knowledge in concluding that substantially all of the proceeds of the Series 1980 Bonds will be used to provide facilities permitted by Section 103(b) of the Code.

LEGAL MATTERS

Legal matters incident to the authorization and the issuance by the Village of the Series 1980 Bonds will be subject to the unqualified approving opinion of Borge and Pitt, Bond Counsel. Copies of such opinion will be available at the time of the delivery of the Series 1980 Bonds. Certain legal matters will be passed upon for the Village by Harold G. Baker, Jr. of Baker and Scrivner, Belleville, Illinois, counsel for the Village, for the Company by Lynn E. Rhoads, Esq., counsel for the Company, and for the Underwriter by its counsel, Leonard, Street and Deinard, Minneapolis, Minnesota.

UNDERWRITING

Piper, Jaffray & Hopwood Incorporated is the underwriter (the "Underwriter") which has agreed, subject to the terms of a Bond Purchase Agreement, to purchase from the Village the \$2,500,000 aggregate principal amount of Series 1980 Bonds offered hereby. The Underwriter's obligations will be subject to certain conditions precedent. The Underwriter will purchase all of the Series 1980 Bonds if any of such Bonds are purchased. The aggregate purchase price payable by the Underwriter is \$2,456,250 plus accrued interest from May 1, 1980, to the date of delivery of the Series 1980 Bonds. The Series 1980 Bonds are being offered for sale to the public at the initial price stated on the cover of this Official Statement plus accrued interest.

The Underwriter may offer and sell the Series 1980 Bonds to certain dealers (including dealers depositing Series 1980 Bonds into investment trusts) and others at prices lower than the public offering price stated on the cover page hereof. After the initial public offering, the public offering price may be changed from time to time by the Underwriter.

The Company has agreed to indemnify the Village and the Underwriter against certain civil liabilities, including certain liabilities under the Federal securities laws.

RATING

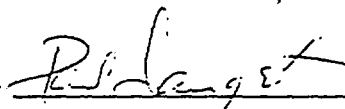
As noted on the cover of this Official Statement, Standard & Poor's Corporation has given the Series 1980 Bonds a rating of A. Any explanation of the significance of the rating may only be obtained from the rating agency. The Company furnished to the rating agency certain information and materials. Generally, rating agencies base their ratings on such information and materials in addition to investigations, studies and assumptions made by the rating agencies. There is no assurance that the rating will be continued for any given period of time or that it may not be lowered or withdrawn entirely by the rating agency if, in its judgment, circumstances so warrant. Any such downward change in or withdrawal of the rating may have an adverse effect on the market price of the Series 1980 Bonds.

MISCELLANEOUS


The Appendix to this Official Statement and the information contained herein under the heading "THE PROJECT" have been prepared by the Company and have not been approved by the Village. The Village has not made and will not make any independent investigation with respect to the information contained in this Official Statement, and the Village does not make and will not make any representation as to the truth, accuracy or completeness of this Official Statement or statements contained herein. The employment of Bond Counsel in connection with the issuance of the Series 1980 Bonds is limited to the preparation of the legal documents entered into by the Village and supporting certifications, to a review of the proceedings by which the issuance of the Series 1980 Bonds have been authorized, and to a rendition of the approving opinion referred to above. Bond Counsel has not participated in a review of the business and financial condition of the Company and recent developments with respect thereto, and accordingly has not passed upon the adequacy of the disclosure with respect thereto in connection with the sale of the Series 1980 Bonds.

The execution of this Official Statement was duly authorized by the Village.

VILLAGE OF SAUGET, ILLINOIS

By 
Paul Sauget, President
of the Board of Trustees

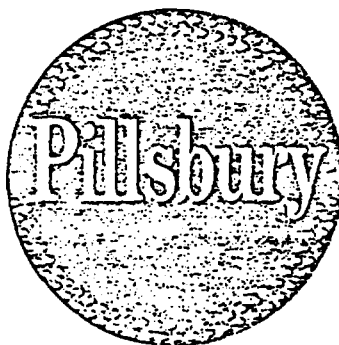
Approved by THE PILLSBURY COMPANY

By 
Its: ASSISTANT TREASURER

APPENDIX

THE PILLSBURY COMPANY

The name "Pillsbury" has been associated with the food industry for over 100 years. The present company was incorporated in Delaware in 1935 as the successor to a business originally established in 1869. Its principal executive offices are located at 608 Second Avenue South, Minneapolis, Minnesota 55402 (telephone: 612-330-4966). Together with its consolidated subsidiaries, The Pillsbury Company is hereinafter referred to as "Pillsbury" or the "Company."



BUSINESS OF PILLSBURY

The Pillsbury Company is an international marketing company participating in three major segments of the food industry: Consumer Foods, Restaurants and Agri-Products. All the major segments have international operations. Subsidiaries in Canada, West Germany, England, France, Mexico, Guatemala, and Venezuela manufacture and sell consumer food products. The Company maintains a research staff which conducts applied and developmental research to develop new food products to diversify the Company's operations (principally Consumer Foods segment) and to supply basic knowledge to improve the quality and nutritional value of its products.

Consumer Foods contributed 44 percent of Pillsbury's net sales and 38 percent of the Company's operating profits in its fiscal year ended May 31, 1979. This segment includes a broad range of branded dry grocery, refrigerated fresh dough, frozen and canned products marketed nationally or regionally through supermarkets. The majority of Consumer Foods products are sold under the "Pillsbury" and "Green Giant" brand names.

Restaurants contributed 38 percent of Pillsbury's net sales and 39 percent of its operating profits in fiscal 1979. Burger King Corporation, a wholly-owned subsidiary which operates and franchises Burger King fast food restaurants featuring hamburgers, is the largest operating company in this segment. This subsidiary is the second largest hamburger chain and third largest restaurant operation in the world. Steak and Ale Restaurants of America, Inc., also a wholly-owned subsidiary, is one of the largest limited-menu dinner house organizations in the United States. Steak and Ale operates restaurants under the names "Steak and Ale" and "Bennigan's" in the United States and under the name "Three Crowns" in Canada. Poppin Fresh Pies, Inc., another wholly-owned subsidiary, is a family oriented specialty restaurant featuring quality pies and offering a limited menu of sandwiches, salads, quiche, soups and beverages.

Agri-Products contributed 18 percent of Pillsbury's net sales and 23 percent of its operating profits in fiscal 1979. Activities consist of grain and feed ingredient merchandising, flour and rice milling, and the manufacture and distribution of bakery mixes. Management believes Pillsbury is one of the nation's five largest grain and oilseed originators. The Company is the nation's largest feed ingredient merchandiser; the nation's largest flour miller and flour exporter; the nation's eighth largest rice miller and a major producer of bakery mixes.

SUMMARY OF OPERATIONS

The following table summarizes the audited results of operations for The Pillsbury Company and its consolidated subsidiaries for its five fiscal years ended May 31.

	1979	1978	1977	1976	1975
	-		(In millions)		
Net sales	\$2,166.0	\$1,704.9	\$1,521.5	\$1,466.1	\$1,347.5
Costs and expenses:					
Cost of sales	1,538.2	1,207.1	1,077.6	1,057.3	1,029.9
Selling, general and administrative expenses	441.0	336.7	303.9	285.7	213.5
Interest expense, net	26.5	19.0	16.2	15.7	22.4
	\$2,005.7	\$1,562.8	\$1,397.7	\$1,358.7	\$1,265.8
Earnings before taxes on income	160.3	142.1	123.8	107.4	81.7
Taxes on income	76.8	70.8	61.3	54.2	39.6
Earnings from continuing businesses	83.5	71.3	62.5	53.2	42.1
Earnings (loss) from discontinued business, less applicable income tax effect (a)		1.2		(7.9)	(2.3)
Net earnings	<u>\$ 83.5</u>	<u>\$ 72.5</u>	<u>\$ 62.5</u>	<u>\$ 45.3</u>	<u>\$ 39.8</u>

- (a) Due to operation and subsequent disposal of wine business. Wine business disposed of in fiscal 1976 and, in 1978, reduction of the 1976 provision for loss on disposition.

INTERIM RESULTS

Certain unaudited information with respect to the results of operations of Pillsbury for the nine months ended February 29, 1980 and February 28, 1979 follows:

	Nine months ended	
	February 29 1980	February 28 1979
	Unaudited (In thousands)	
Net sales	\$2,221,389	\$1,465,083
Costs and expenses:		
Cost of sales	1,586,836	1,043,452
Selling, general and administrative expense	438,084	287,622
Interest expense, net	44,848	15,801
Total expenses	2,069,768	1,346,875
Earnings before taxes on income	151,621	118,208
Taxes on income	72,360	56,720
Net earnings	<u>\$ 79,261</u>	<u>\$ 61,488</u>

The figures for the nine months ended February 29, 1980 include the operation of Green Giant Company which was acquired (accounted for as a purchase) effective February 28, 1979.

CERTAIN EVENTS

Effective February 28, 1979, the Company acquired the net assets of Green Giant Company, an international food company specializing in canned vegetables, frozen prepared vegetables and frozen prepared entrees. The transaction was accounted for as a purchase through the issuance of 2,345,591 shares of Pillsbury's common stock valued at \$78.9 million and \$77 million in cash. The aggregate purchase price of \$155.9 million, including expenses, exceeded the net assets acquired by \$30.4 million. It is presently contemplated that, in the near future, Pillsbury will guarantee the outstanding long-term debt of Green Giant Company.

On June 29, 1979, the Company acquired Pioneer Food Industries, Inc., an Arkansas-based rice milling and grain processor. The acquisition did not have a significant impact upon the operations or financial condition of the Company.

During May, 1980, three senior executives of the Pillsbury Company resigned to pursue career opportunities elsewhere. Walter D. Scott, formerly Executive Vice President, Administration and Finance, resigned to assume the Presidency of Investors Diversified Services, Inc. Thomas H. Wyman, formerly Vice Chairman of the Board, resigned to accept the Presidency of CBS, Inc. Donald N. Smith, formerly Vice President of Pillsbury and President and Chief Executive Officer of Burger King, resigned to accept an Executive Vice President position at Pepsico, Inc. Management of the Pillsbury Company does not feel that these departures will have an adverse impact on the financial condition of the Company.

INFORMATION INCORPORATED BY REFERENCE

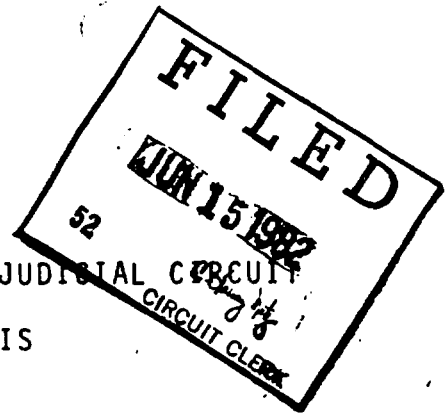
The Proxy Statement of the Company for the annual meeting of shareholders held on September 11, 1979, the Annual Report of the Company on Form 10-K for the year ended May 31, 1979 and the Quarterly Reports of the Company on Form 10-Q for the quarters ended August 31, 1979, November 30, 1979 and February 29, 1980, all of which have been filed by the Company with the Securities and Exchange Commission, are incorporated herein by reference. All documents filed by the Company pursuant to Sections 13, 14 or 15 (d) of the Securities Exchange Act of 1934 after the date hereof and prior to the termination of the distribution of the securities offered hereby shall be deemed to be incorporated by reference herein and to be a part hereof from the date of filing of such documents.

ADDITIONAL INFORMATION

Reports, proxy statements and other information filed by the Company with the Securities and Exchange Commission may be inspected and copied at the public reference facilities maintained by the Commission at Room 6101, 1100 L Street, N.W., Washington, D.C. 20005 and at the following regional offices of the Commission: Room 1204, Everett McKinley Dirksen Building, 219 South Dearborn Street, Chicago, Illinois 60604; Suite 1710, Tishman Building, 10960 Wilshire Boulevard, Los Angeles, California 90024; and Room 1100, Federal Building, 26 Federal Plaza, New York, New York 10007. Copies of such material may be obtained from the Public Reference Section of the Commission at Washington, D.C. 20549 at prescribed rates. In addition, such reports, proxy material and other information are available for inspection at the offices of the New York Stock Exchange, 20 Broad Street, New York, New York 10005.

Upon written request, the Company will furnish without charge to each person to whom this Official Statement is delivered a copy of any or all of the documents described above under Information Incorporated by Reference, other than exhibits to such documents. Requests should be addressed to: Treasurer, The Pillsbury Company, 608 Second Avenue South, Minneapolis, Minnesota 55402.

STATE OF ILLINOIS }
COUNTY OF ST. CLAIR } SS



IN THE CIRCUIT COURT FOR THE TWENTIETH JUDICIAL CIRCUIT
ST. CLAIR COUNTY, ILLINOIS

PEOPLE OF THE STATE OF ILLINOIS,
Plaintiff,

-vs-

MONSANTO COMPANY, a Delaware
corporation,

Defendant.

NO.

82CH195

COMPLAINT FOR INJUNCTION AND OTHER RELIEF

NOW COMES Plaintiff, the PEOPLE OF THE STATE OF ILLINOIS,
by Tyrone C. Fahner, Attorney General for the State of Illinois,
and complaining of Defendant, MONSANTO COMPANY, a Delaware
corporation, alleges as follows:

STATEMENT OF THE CASE

1. Defendant, MONSANTO COMPANY (hereinafter "MONSANTO"),
is, and at all times pertinent to this Complaint has been, a
corporation organized under the laws of the State of Delaware,
qualified to do business and doing business in the State of
Illinois.

2. At all times pertinent to this Complaint MONSANTO has owned certain property in Sauget, St. Clair County, Illinois, described as:

/a/ tract of land composed of portions of the accretions to the Third Subdivision of the Cahokia Commons in United States Survey No. 739, St. Clair County, Illinois, and described as beginning at the point of intersection of the southwestern line of Riverview Avenue (vacated), 70 feet wide, as established by Ordinance No. 122 of the Village of Monsanto, Illinois (now Sauget, Illinois) and vacated by Ordinance No. 436, with the northwestern line of the 230 K.V. Transmission Line Easement for Union Electric Power Company recorded in Book 1284, page 28 of the St. Clair County Recorder of Deeds Office; thence running in a generally southwestwardly direction two bearings and distances for a total distance of 2011.08 feet along the northwestern line of said Union Electric Power Company Easement to a point marked by a 2" diameter pipe; thence northwestwardly on a line parallel with the southwestern line of Riverview Avenue (vacated) a distance of 430 feet to a point from which a 2" diameter pipe bears northwest 3 feet; thence northeastwardly 2015 feet to a point of intersection with the southwestern line of Riverview Avenue (vacated), that point being 455 feet northwestwardly from the point of beginning; thence 455 feet to the point of beginning.

3. Said property was utilized by MONSANTO from approximately 1957 to 1974 as a disposal site (hereinafter sometimes referred to as the "disposal site") for liquid and solid chemical wastes, generated by MONSANTO, including several types of toxic organics and heavy metals. The wastes were deposited in one or a series of unlined lagoons or pits on said property. Soil characteristics in the disposal areas

range from moderately to highly permeable. The disposal site sits atop a heavily-utilized groundwater aquifer. The disposal site also is within 500 feet of the Mississippi River, and lies in the river's flood plain outside of a flood control levee. The disposal site was closed and covered in approximately 1978. The disposal site does not provide for the permanent containment of the hazardous wastes disposed thereat.

4. During the period that MONSANTO used the above-described property as a disposal site for its wastes, as much as 35,470 cubic yards per year of industrial wastes were deposited on the property.

5. Said wastes included, but are not limited to:

1. Wastes resulting from the distillation of:

- a. Phenol
- b. Chlorophenol
- c. Nitro-Aniline and similar compounds
- d. Chlorobenzol
- e. Chloro aniline
- f. Other aniline derivatives
- g. Nitro benzene derivatives
- h. Aromatic carboxylic acids (Maleic, Phthalic)
- i. Chlorophenol Ether

2. By-Products -

- a. Mixed isomers of nitrochlorobenzene

2. By-Products (cont'd.) -

- a. Mixed isomers of Dichlorophenol
- b. Waste Maleic Anhydride
- c. Waste Chlorobenzenes and Nitro-chlorobenzenes

3. Contaminated Water and Acids -

- a. Water with varying amounts of phenols (0-15%)
- b. Waste Sulfuric acid with chlorophenol present
- c. Caustic Soda Solution with chlorophenol present

4. Waste Solvents -

- a. Waste Methanol contaminated with Mercaptans
- b. Waste Isopropanol -- Water and chlorinated hydrocarbon
- c. Research Waste: Miscellaneous Solvents and Materials
- d. Oily Materials from Oil Additive Production

5. Filter Sludge -

- a. Attapulugus Earth - Keisulguhr from Alkyl Benzene filtration
- b. Lime Mud from nitro-aniline production

6. Unwanted Samples and Waste resulting from taking samples -

- a. Chlorophenols
- b. Laboratory Samples

6. Some or all of the above-listed wastes including,
but not limited to:

chlorobenzene
chlorophenol
biphenylamine
trichlorophenol

dichlorobenzene
dichlorophenol
chloronitrobenzene

are still present in Defendant Monsanto's property.

7. All of the above-listed wastes are contaminants,
and some are highly toxic to human health or animal life, and/or
are known or suspected carcinogens or mutagens.

8. MONSANTO, at all times pertinent hereto, has also
owned property located west of, and immediately adjacent to
the disposal site. Said additional property extends in a
generally westward direction from the western boundary of
the disposal site, at both the northernmost and southernmost
boundaries, continuously until said property reaches the
Mississippi River and its boundary line is formed by the
Eastern Outer Harbor Line of the Mississippi River as
established by the Secretary of War in 1903.

9. On September 30, 1981, October 2, 1981 and November
12, 1981, liquid substances were observed seeping out of the
abovedescribed property of Defendant MONSANTO, at the river
bank (hereinafter sometimes referred to as the "riverbank
property"), and flowing into the Mississippi River.

10. The observed liquid seepage contained various
organic chemical compounds and metals including, but not
limited to:

chlorophenol
chlorobenzene
biphenylamine
trichlorophenol
toluene
dichloronitrobenzene
benzene
benzenedicarboxylic acid
benzoic acid
methylbenzenesulphamide
nitrophenol
4-methyl 2-pentanol
2-cyclopentanol
n-butylphthalate
polychlorinated biphenyls
arsenic
selenium
cadmium
polychlorinated
dibenzo-furans

polychlorinated dibenzo-p-dioxins
chloronitrobenzene
dichlorobenzene
chloronitroaniline
chloronitroaniline
phenol
biphenol
methylphenol
methylchlorophenol
hydroxybenzoic acid
chloroaniline
dichloroaniline
aniline
nitroaniline
2,4-dichlorophenoxyacetic acid
mercury
beryllium
chromium
lead

All of the chemical substances listed above are contaminants, and some are highly toxic to human health or animal life, and/or are known or suspected carcinogens or mutagens.

11. To date, MONSANTO has taken no action to prevent the seepage of the above-listed contaminants and hazardous substances from the riverbank property into the Mississippi River.

COUNT I

DEFENDANT HAS CAUSED A PUBLIC NUISANCE

12. This Count is brought by Tyrone C. Fahner, Attorney General for the State of Illinois, pursuant to his common law power and duty to maintain actions for the abatement of public nuisances.

13. Paragraphs 1 and 8 through 11 are realleged.

14. The seepage of the above-described contaminants and

hazardous substances into the Mississippi River creates a nuisance, and renders said waters harmful or detrimental, or injurious to public health, safety or welfare, or to domestic, commercial, industrial, agricultural, recreational or other legitimate uses of said waters, or to livestock, wild animals, birds, fish or other aquatic life that come into contact with said waters.

15. The seepage of the above-described contaminants and hazardous substances has caused Plaintiff and those upon whose own behalf Plaintiff brings this action irreparable injury for which there is no adequate remedy at law, for once said chemical substances entered and continue to enter the waters of the State of Illinois, substantial and irreversible damage has and will continue to occur to the citizens and environment of St. Clair County and the State of Illinois and those citizens in areas downstream of the discharge point.

16. Unless enjoined by this Court, the public nuisance created by the discharge of said contaminants and hazardous substances into the Mississippi River will continue unabated.

WHEREFORE, Plaintiff, the PEOPLE OF THE STATE OF ILLINOIS, prays that this Court grant it the following relief:

A. Issue an injunction directing Defendant to take measures to immediately prevent all seepage of contaminants or hazardous substances, including those listed in Paragraph 10 above, from its riverbank property from entering the Mississippi River, and to remove all such substances from said property

together with any soil contaminated by such seepage;

B. Enter an Order requiring Defendant to conduct a study to determine the nature, cause and origin of the seepage as expeditiously as possible;

C. Enter an Order taxing or assessing all costs of this proceeding against the Defendant, such costs to include, but not limited to, the reasonable and necessary expenses of any expert witness called to testify upon behalf of the Plaintiff; and

D. Grant such other and further relief as this Court may deem appropriate under the circumstances.

COUNT II

DEFENDANT THREATENS TO CAUSE A PUBLIC NUISANCE

17. This Count is brought by Tyrone C. Fahner, Attorney General for the State of Illinois, pursuant to his common law power and duty to maintain actions for the abatement of public nuisances.

18. Paragraphs 1 through 7 are realleged.

19. The proximity of the disposal site to the Mississippi River and the site's location outside of the flood control levee create a distinct threat of contamination of the river during flood conditions.

20. In addition, the permeable nature of the soils

underlying and surrounding the disposal site creates a distinct threat of contamination of the underground waters and eventually the Mississippi River.

21. Any migration of the contaminants and hazardous substances deposited at the disposal site either into the Mississippi River or into the underground waters will create a nuisance, and render said waters harmful or detrimental, or injurious to public health, safety or welfare, or to domestic, commercial, industrial, agricultural, recreational or other legitimate uses of said waters, or to livestock, wild animals, birds, fish or other aquatic life that come into contact with said waters.

22. The continued presence of the contaminants and hazardous substances at the disposal site will cause Plaintiff and those upon whose own behalf Plaintiff brings this action irreparable injury for which there is no adequate remedy at law, for once said contaminants and hazardous substances enter the waters of the State of Illinois substantial and irreversible damage will occur to the citizens and environment of St. Clair County and the State of Illinois and those citizens in areas downstream of the disposal site.

23. Unless enjoined by this Court, the public nuisance posed by the threatened release of said contaminants and hazardous substances into the Mississippi River and/or the underground waters will continue unabated.

WHEREFORE, Plaintiff, the PEOPLE OF THE STATE OF ILLINOIS, prays that this Court grant it the following relief:

A. Issue an injunction directing Defendant to prevent any and all migration of contaminants or hazardous substances from the disposal site from entering the Mississippi River and/or the underground waters and to remove all such substances placed at the site, together with any soil already contaminated;

B. Enter an Order taxing or assessing all costs of this proceeding against the Defendant, such costs to include, but not be limited to, the reasonable and necessary expenses of any expert witnesses called to testify upon behalf of the Plaintiff; and

C. Grant such other and further relief as this Court may deem appropriate under the circumstances.

COUNT III

DEFENDANT HAS CAUSED WATER POLLUTION

24. This Count is brought by Tyrone C. Fahner, Attorney General of the State of Illinois, pursuant to the terms and provisions of "An Act in Relation to the Prevention and Abatement of Air, Land and Water Pollution," (Ill. Rev. Stat., ch. 14, pars. 11 and 12 (1979)).

25. Paragraphs 1 and 8 through 11 are realleged.

26. The discharge of contaminants and hazardous substances from the riverbank area as alleged above into the Mississippi River constitutes water pollution within the meaning of Ill. Rev. Stat. 1979, ch. 14, par. 11(b).

27. The seepage of contaminants and hazardous substances from the riverbank property have caused Plaintiff and those upon whose own behalf Plaintiff brings this action irreparable injury for which there is no adequate remedy at law, for once said contaminants and hazardous substances have entered and continue to enter the waters of the State of Illinois, substantial and irreversible damage has and will continue to occur to the citizens and environment of St. Clair County and the State of Illinois and those citizens in areas downstream of the disposal site.

28. The violations will continue unabated unless enjoined by this Court.

WHEREFORE, Plaintiff, the PEOPLE OF THE STATE OF ILLINOIS, prays that this Honorable Court grant the following relief:

A. Issue an injunction directing Defendant to take measures to immediately prevent all seepage of contaminants or hazardous substances, including those listed in Paragraph 10 above, from its riverbank property from entering the Mississippi River, and to remove all such substances from said property together with any soils contaminated by such seepage;

B. Enter an Order requiring Defendant to conduct a

study to determine the nature, cause and origin of the seepage as expeditiously as possible;

C. Enter an Order taxing or assessing all costs of this proceeding against the Defendant, such costs to include, but not be limited to, the reasonable and necessary expenses of any expert witnesses called to testify upon behalf of the Plaintiff; and

D. Grant such other and further relief as this Court may deem appropriate under the circumstances.

COUNT IV

DEFENDANT THREATENS TO CAUSE WATER POLLUTION

29. Paragraphs 1 through 7 are realleged.

30. This Count is brought by Tyrone C. Fahner, Attorney General of the State of Illinois, pursuant to the terms and provisions of "An Act in Relation to the Prevention and Abatement of Air, Land and Water Pollution," (Ill. Rev. Stat., ch. 14, pars. 11 and 12 (1979)).

31. The proximity of the disposal site into the Mississippi River and the site's location outside of the flood control levee creates a distinct threat of contamination of the river during flood conditions.

32. In addition, the permeable nature of the soils

underlying and surrounding the disposal site creates a distinct threat of contamination of the underground waters and eventually the Mississippi River.

33. Any migration of the contaminants and hazardous substances deposited at the disposal site either into the Mississippi River or into the underground waters will create a nuisance, and render said waters harmful or detrimental, or injurious to public health, safety or welfare, or to domestic, commercial, industrial, agricultural, recreational or other legitimate uses of said waters, or to livestock, wild animals, birds, fish or other aquatic life that come into contact with said waters.

34. The threatened migration of the contaminants and hazardous substances from the disposal site into the underground waters and/or into the Mississippi River constitutes a threat of water pollution within the meaning of Ill. Rev. Stat. 1979, ch. 14, par. 11(b).

35. The continued presence of the contaminants and hazardous substances at the disposal site will cause Plaintiff and those upon whose own behalf Plaintiff brings this action irreparable injury for which there is no adequate remedy at law, for once said contaminants and hazardous substances enter the waters of the State of Illinois substantial and irreversible damage will occur to the citizens and environment of St.

Clair County and the State of Illinois and those citizens in areas downstream of the disposal site.

36. Unless enjoined by this Court, the threat of water pollution posed by the threatened release of said contaminants and hazardous substances into the Mississippi River and/or the underground waters will continue unabated.

WHEREFORE, Plaintiff, the PEOPLE OF THE STATE OF ILLINOIS, prays that this Honorable Court grant the following relief:

A. Issue an injunction directing Defendant to prevent any and all migration of contaminants or hazardous substances from the disposal site from entering the Mississippi River and/or the underground waters and to remove all such substances placed at the site, together with any soil already contaminated;

B. Enter an Order taxing or assessing all costs of this proceeding against the Defendant, such costs to include, but not be limited to, the reasonable and necessary expenses of any expert witnesses called to testify upon behalf of the Plaintiff; and

C. Grant such other and further relief as this Court may deem appropriate under the circumstances.

COUNT V

DEFENDANT HAS VIOLATED STATE WATER POLLUTION STATUTES

37. This Count is brought pursuant to the statutory

authority of the Attorney General under Section 42 of the Environmental Protection Act (hereinafter the "Act"), Ill. Rev. Stat. 1979, ch. 111 1/2, par. 1042 to seek injunctive relief for violations of the Act.

38. Paragraphs 1 and 8 through 11 are realleged.

39. Section 12(a) of the Act, Ill. Rev. Stat. 1979, ch. 111 1/2, par. 1012(a) provides:

"No person shall:

Cause or threaten or allow the discharge of any contaminants into the environment in any State so as to cause or tend to cause water pollution in Illinois, either alone or in combination with matter from other sources, or so as to violate regulations or standards adopted by the Pollution Control Board under this Act."

40. Section 3 of the Act, Ill. Rev. Stat. 1979, ch. 111 1/2, par. 1003 defines "water pollution" as:

"... such alteration of the physical, thermal, chemical, biological or radioactive properties of any waters of the State, or such discharge of any contaminant into any waters of the State, as will or is likely to create a nuisance or render such waters harmful or detrimental or injurious to public health, safety or welfare, or to domestic, commercial, industrial, agricultural, recreational, or other legitimate uses, or to livestock, wild animals, birds, fish, or other aquatic life."

41. Section 3 of the Act, Ill. Rev. Stat. 1979, ch. 111 1/2, par. 1003 defines "contaminant" as:

"... any solid, liquid, or gaseous matter, any odor, or any form of energy, from whatever source."

42. By failing to prevent the seepage of the chemical substances listed above into the Mississippi River from its riverbank property, MONSANTO has violated Section 12(a) of the Act by allowing the discharge of contaminants into the Mississippi River, tending to alter the chemical and biological properties of the river and thus has rendered, will render, or is likely to render, the river harmful or detrimental or injurious to public health, safety or welfare, or to domestic, commercial, industrial, agricultural, recreational, or other legitimate uses, or to livestock, wild animals, birds, fish, or other aquatic life.

43. The violations will continue unabated unless enjoined by this Court.

WHEREFORE, Plaintiff, the PEOPLE OF THE STATE OF ILLINOIS, prays that this Honorable Court grant the following relief:

A. Issue an injunction directing Defendant to take measures to immediately prevent all seepage of contaminants and hazardous substances, including those listed in paragraph 10 above, from its riverbank property from entering the Mississippi River, and to remove all such substances from said property together with any soil contaminated by such seepage;

B. Enter an Order requiring Defendant to conduct a study to determine the nature, cause and origin of the seepage as expeditiously as possible;

C. Enter an Order taxing or assessing all costs of this proceeding against the Defendant, such costs to include, but not be limited to, the reasonable and necessary expenses of any expert witnesses called to testify upon behalf of the Plaintiff; and

D. Impose a civil penalty against Defendant in an amount not to exceed Ten Thousand Dollars (\$10,000.00) for each violation and an amount not to exceed One Thousand Dollars (\$1,000.00) for each day said violations are found to have continued;

E. Grant such other and further relief as this Court may deem appropriate under the circumstances.

COUNT VI

DEFENDANT HAS CREATED A WATER POLLUTION HAZARD

44. This Count is brought pursuant to the statutory authority of the Attorney General under Section 42 of the Environmental Protection Act (hereinafter the "Act"), Ill. Rev. Stat. 1979, ch. 111 1/2, par. 1042 to seek injunctive relief for violations of the Act.

45. Paragraphs 1 through 7 are realleged.

46. Section 12(d) of the Act, Ill. Rev. Stat. 1979,

ch. 111 1/2, par. 1012(d) provides:

"No person shall:

* * *

Deposit any contaminants upon the land
in such place and manner so as to create
a water pollution hazard."

47. Section 3 of the Act, Ill. Rev. Stat. 1979, ch.

111 1/2, par. 1003 defines "water pollution" as:

"... such alteration of the physical,
thermal, chemical, biological or radio-
active properties of any waters of the
State, or such discharge of any contam-
inant into any waters of the State, as
will or is likely to create a nuisance
or render such waters harmful or detri-
mental or injurious to public health,
safety or welfare, or to domestic, com-
mercial, industrial, agricultural, re-
creational, or other legitimate uses,
or to livestock, wild animals, birds,
fish, or other aquatic life."

48. Section 3 of the Act, Ill. Rev. Stat. 1979, ch.

111 1/2, par. 1003 defines "contaminant" as:

"... any solid, liquid, or gaseous mat-
ter, any odor, or any form of energy,
from whatever source."

49. The proximity of the disposal site to the Mississippi
River and the site's location outside of the flood control
levee creates a distinct threat of contamination of the river
during flood conditions.

50. In addition, the permeable nature of the soils

underlying and surrounding the disposal site creates a distinct threat of contamination of the underground waters and eventually the Mississippi River.

51. Thus, MONSANTO has violated Section 12(d) of the Act by depositing the above-described contaminants and hazardous substances at the disposal site in such place and manner as to cause a water pollution hazard.

52. The violation will continue unabated unless enjoined by this Court.

WHEREFORE, Plaintiff, the PEOPLE OF THE STATE OF ILLINOIS, prays that this Honorable Court grant the following relief:

A. Issue an injunction directing Defendant to prevent any and all migration of contaminants or hazardous substances from the disposal site from entering the Mississippi River and/or the underground waters and to remove all such substances placed at the site, together with any soil already contaminated;

B. Enter an Order taxing or assessing all costs of this proceeding against the Defendant, such costs to include, but not be limited to, the reasonable and necessary expenses of any expert witnesses called to testify upon behalf of the Plaintiff; and

C. Impose a civil penalty against Defendant in an amount not to exceed Ten Thousand Dollars (\$10,000.00) for each violation and an amount not to exceed One Thousand

Dollars (\$1,000.00) for each day said violations are found to have continued;

D. Grant such other and further relief as this Court may deem appropriate under the circumstances.

PEOPLE OF THE STATE OF ILLINOIS

BY:


TYRONE C. FAHNER
ATTORNEY GENERAL
STATE OF ILLINOIS

OF COUNSEL:

Robert W. Mueller
Reed W. Neuman
Assistant Attorneys General
500 South Second Street
Springfield, Illinois 62706
(217) 782-9031

DATED: June 15, 1982

STATE OF ILLINOIS)
COUNTY OF SANGAMON)

A F F I D A V I T

I, ROBERT W. MUELLER, being duly sworn upon my oath do
state:

1. I am an Assistant Attorney General with the responsibility
to prepare and present the Complaint attached hereto.

2. That the contents of the foregoing Complaint are true
to the best of my knowledge and belief.


Robert W. Mueller
Assistant Attorney General

SUBSCRIBED AND SWORN TO BEFORE
me this 9th day of June,
1982.


Notary Public

bcc: Chuck Birge
Russ Blagg
Dick Wilbur
Carl Smith

June 30, 1980

Riverport Terminal & Fleeting Company
112 North Fourth Street
Suite 1754
St. Louis, Missouri 63102

Monsanto Company
800 North Lindbergh Boulevard
St. Louis, Missouri 63166

Gentlemen:

The Pillsbury Company is the lessee of approximately 84 acres of land along the Mississippi River at Sauget, Illinois, under a lease agreement with Riverport Terminal & Fleeting Company dated July 31, 1979. This property was leased by Pillsbury for the purpose of utilizing it as a bulk materials handling and storage facility including the loading and unloading of bulk materials to and from rail cars, trucks and barges. In connection with such use, it is necessary to install a certain amount of rail trackage for placing rail cars at the site.

During the week of May 26, 1980, while a contractor employed by Pillsbury was in the process of grading a strip of land for the purpose of laying railroad track adjacent to property owned by Monsanto at the north end of the site, the bulldozer came in contact with and ruptured a barrel containing a chemical substance. The Monsanto Company was notified and sent representatives to the site who advised the bulldozer operator to shower and change clothes. Monsanto made an investigation of the area and, in a memo dated May 30, 1980, Mr. C.F. Buckley of that company stated that there "is a significant amount of chemical waste mixed in with other trash and debris. Some of the materials are either corrosive or toxic or both. Some are capable of causing systemic poisoning by skin absorption."

007600

Riverport Terminal & Fleeting Company

Monsanto Company

Page 2
June 30, 1980

In view of the foregoing, all work on the track construction has been stopped and no action has been taken to remove coke piled under adjacent electric transmission wires under an obligation by Pillsbury to Union Electric Company. It seems clear that Pillsbury is being deprived of the use of a portion of its leasehold contrary to its lease agreement and that the presence of hazardous chemical waste deposited by Monsanto has caused such deprivation.

The purpose of this letter, therefore, is to demand that action be taken by the addressees to correct the situation and cause the property to be safe for its intended use by Pillsbury. Otherwise, it may be necessary to involve federal or state environmental agencies in order to get the matter resolved.

We would appreciate your early reply.

Very truly yours,

John H. Allen

JHA/J

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

007691

This initial notification information is required by Section 103(c) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 and must be mailed by June 9, 1981.

Please type or print in ink. If you need additional space, use separate sheets of paper. Indicate the letter of the item which applies.

A Person Required to Notify:

Enter the name and address of the person or organization required to notify.

Name The Pillsbury Company
 Street 608 2nd Avenue South
 City Minneapolis State Minn. Zip Code 55402

B Site Location:

Enter the common name (if known) and actual location of the site.

Name of Site East St. Louis (Sauget)
 Street #10 Pitzman
 City East St. Louis County St. Clair State Ill. Zip Code 62201

C Person to Contact:

Enter the name, title (if applicable), and business telephone number of the person to contact regarding information submitted on this form.

Name (Last, First and Title) Smith, Carl A.
 Phone (612) 330-5165

D Dates of Waste Handling:

Enter the years that you estimate waste treatment, storage, or disposal began and ended at the site.

From (Year) 1959 To (Year) 1973

E Waste Type: Choose the option you prefer to complete

Option 1: Select general waste types and source categories. If you do not know the general waste types or sources, you are encouraged to describe the site in Item I—Description of Site.

General Type of Waste:

Place an X in the appropriate boxes. The categories listed overlap. Check each applicable category.

1. ☐ Organics
2. ☐ Inorganics
3. ☐ Solvents
4. ☐ Pesticides
5. ☐ Heavy metals
6. ☐ Acids
7. ☐ Bases
8. ☐ PCBs
9. ☒ Mixed Municipal Waste
10. ☒ Unknown
11. ☐ Other (Specify)

Source of Waste:

Place an X in the appropriate boxes.

1. ☐ Mining
2. ☐ Construction
3. ☐ Textiles
4. ☐ Fertilizer
5. ☐ Paper/Printing
6. ☐ Leather Tanning
7. ☐ Iron/Steel Foundry
8. ☒ Chemical, General
9. ☐ Plating/Polishing
10. ☐ Military/Ammunition
11. ☐ Electrical Conductors
12. ☐ Transformers
13. ☐ Utility Companies
14. ☒ Sanitary/Refuse
15. ☐ Photofinish
16. ☐ Lab/Hospital
17. ☒ Unknown
18. ☐ Other (Specify)

Option 2: This option is available to persons familiar with the Resource Conservation and Recovery Act (RCRA) Section 300 regulations (40 CFR Part 261).

Specific Type of Waste:

EPA has assigned a four-digit number to each hazardous waste listed in the regulations under Section 3001 of RCRA. Enter the appropriate four-digit number in the boxes provided. A copy of the list of hazardous wastes and codes can be obtained by contacting the EPA Region serving the State in which the site located.

2007000

Waste Quantity:

Place an X in the appropriate boxes to indicate the facility types found at the site.

In the "total facility waste amount" space give the estimated combined quantity (volume) of hazardous wastes at the site using cubic feet or gallons.

In the "total facility area" space, give the estimated area size which the facilities occupy using square feet or acres.

Facility Type

1. ☐ Piles
2. ☐ Land Treatment
3. ☒ Landfill
4. ☐ Tanks
5. ☐ Impoundment
6. ☐ Underground Injection
7. ☐ Drums, Above Ground
8. ☒ Drums, Below Ground
9. ☐ Other (Specify) _____

Total Facility Waste Amount

Cubic feet Unknown

Gallons _____

Total Facility Area

Square feet _____

Acres 40

G Known, Suspected or Likely Releases to the Environment:

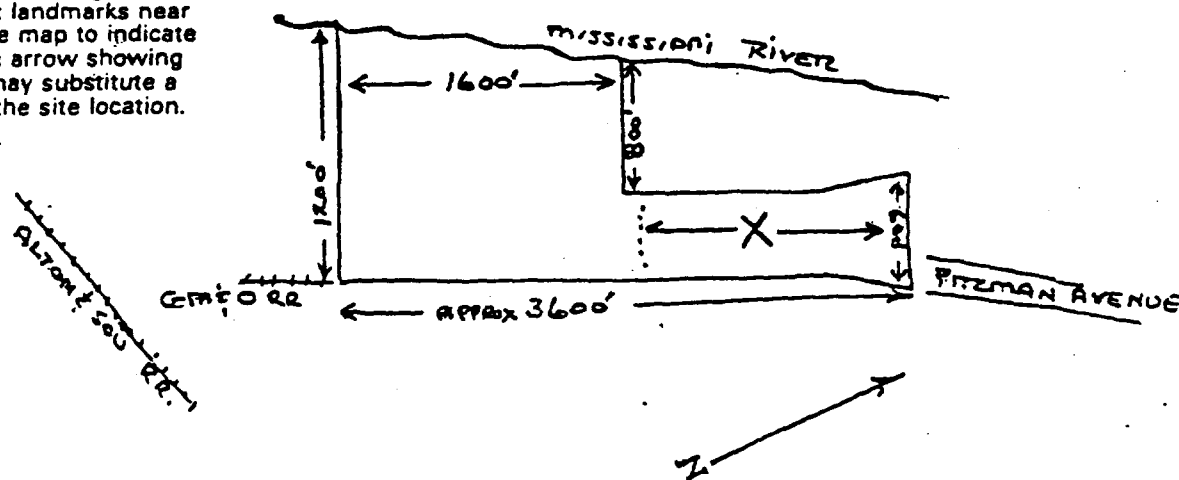
Place an X in the appropriate boxes to indicate any known, suspected, or likely releases of wastes to the environment.

☒ Known ☐ Suspected ☐ Likely ☐ Non

Note: Items H and I are optional. Completing these items will assist EPA and State and local governments in locating and assessing hazardous waste sites. Although completing the items is not required, you are encouraged to do so.

H Sketch Map of Site Location: (Optional)

Sketch a map showing streets, highways, routes or other prominent landmarks near the site. Place an X on the map to indicate the site location. Draw an arrow showing the direction north. You may substitute a publishing map showing the site location.



I Description of Site: (Optional)

Describe the history and present conditions of the site. Give directions to the site and describe any nearby wells, springs, lakes, or housing. Include such information as how waste was disposed and where the waste came from. Provide any other information or comments which may help describe the site conditions.

The Pillsbury Company leased this property as of September 1, 1979. Prior to our lease the property was in general use as a municipal waste disposal site. It is located next to a former disposal area operated by Monsanto which is now fenced off and posted "Danger - Unauthorized Personnel Keep Out". This area is that portion of property just west of our area designated by X above.

Signature and Title:

The person or authorized representative (such as plant managers, superintendents, trustees or attorneys) of persons required to notify must sign the form and provide a mailing address (if different than address in item A). For other persons providing notification, the signature is optional. Check the boxes which best describe the relationship to the site of the person required to notify. If you are not required to notify check "Other".

Name The Pillsbury Company M330

Street 608 2nd Avenue South

City Minneapolis State Mn Zip Code 55402

Signature *Carol Smith* Date June 3, 1981

Director of Solid and Hazardous Waste Administration

- ☐ Owner, Present
- ☐ Owner, Past
- ☐ Transporter
- ☒ Operator, Present
- ☐ Operator, Past
- ☐ Other

007693



TO: Memo for File

DATE: June 5, 1980

FROM: Carl A. Smith M330

DEPT.: Agri Product Safety and
Regulatory Affairs

SUBJECT: CHEMICAL EXPOSURE INCIDENT/SAUGET (EAST ST. LOUIS)

On June 4, 1980 Chuck Buirge informed me that there had been an "accident at Sauget the week of May 26th. The story he related was as follows:

Pillsbury has contracted a company to lay trackage at this location. This involves some excavation of the property in order to lay ballast prior to laying the track. While any employee of the contractor was operating a bulldozer, he uncovered and ruptured a barrel of chemical which had an obnoxious odor. Chuck indicated that this area was adjacent to a Monsanto chemical landfill. Monsanto was called; after which several individuals arrived on the premises to investigate, and apparently had the fellow shower and destroy his clothes. This was the only information Chuck had.

An attempt was made to contact Mike Dimmitt but it was learned he was on vacation. The above information was related to both Jack Allen and Betsy Carter of the Law department and it was decided we would contact someone at Monsanto to determine what the facts were. The above situation was then discussed with Harvey Knight. Harvey reached Bob Salstrom who was to find out who, at Monsanto, could be contacted to check on these circumstances. At 8:30 I received a call from Charlotte in East St. Louis who indicated she had a letter in hand from a Mr. C. A. Buckley (phone 618-271-5835), in which he discussed the incident and the letter indicated that the materials uncovered might have consisted of corrosive, toxic and systemic materials. She reviewed other parts of the letter with me and then indicated she would send a copy along with a plat plan of the area indicating the approximate area where the "accident" occurred.

At 10:30 A.M. 6/5/80 I made contact with Mr. C. A. Buckley at Monsanto who is an Industrial Hygienist and has been at this Monsanto location in excess of 20 years. I explained to him the nature of my call, that being to get information on the incident since Mr. Mike Dimmitt was on vacation and was unavailable for comment.

The following is Mr. Buckley's understanding of the issues: On the 29th of May a phone call from Pillsbury was received by Mr. Don Mayer who is the Monsanto contact with Pillsbury. The phone call did not indicate the seriousness of the situation so that Mr. Buckley and five or six others went over to the site expecting the "very worst".

103200

They had been informed that a drum could have exploded. Upon arrival they did not find anything out of the ordinary. There were no signs of any exposed barrels of chemicals but only a guy driving a bulldozer in the area who turned out to be the party which had the mishap. They talked with him, examined him, examined the bulldozer, examined his clothes, and examined the exposed parts of his body and there did not indicate any evidence that there had been any splashes or contact made with any chemical. He indicated that he had hit a container which had burst and sprayed out and after a bit he felt a burning on the skin after which he apparently washed up and went back to work about the time a phone call was made to Monsanto to tell them that something had happened. Mr. Buckley indicated several times that they could not find the drum or the material which caused the problem so they do not know what the material may have been. They poked around and had the driver expose other materials and Mr. Buckley indicated they "----found all kinds of other stuff----" including caustics and phenolic products. He indicated to me as he had pointed out in his letter that any number of chemicals could be stored in this area which could be corrosive, toxic and some of which are systemic in nature which could be particularly hazardous. He indicated that the chemical landfill at Monsanto, that which is fenced off, has been there for at least 10 to 20 years and that it is adjacent to the property on which we are operating, which is composed of a covered trash landfill. Although no chemicals are supposed to be in this area it is obvious that at some point in the past, the disposal of chemicals occurred in this area outside the boundaries of their landfill operation.

In view of the fact that they did not find any evidence of the person being splashed they suggested that he change clothes, wash his old clothes and bathe and shower. He understood that the employee was then sent home to do so. They also made the following recommendations to the people working in the area---that in any area that was excavated persons should not walk around or step in areas that might be wet. In fact, he stated that persons should not walk around in freshly excavated areas due to the hazard of systemic type of poisons that might be present. He indicated that undisturbed areas could be considered safe. They also stated that any and all containers of material that would be exposed should be immediately re-covered over. He also stated that he was told that at some spots smoke tended to be emitted from the materials exposed and the instructions were to re-pack dirt over these areas. An additional comment was that the ground in the area being worked on was very spongy and that he seemed somewhat apprehensive as to whether the area would be suitable for the handling of rail cars. However, this was his own personal comment.

During our conversation he mentioned that he recognized several of the chemicals but that many of them would have to be chemically analyzed to determine what they were. I asked him if he could give me the names of the chemicals he recognized and he stated that he would have to talk to his lawyers first. I did not pressure this but indicated that if we needed this information we would get back to him.

I also asked whether this incident had been reported to any regulatory agency and he stated that to his knowledge it had not; and that he knew of no requirement whereby it had to be reported.

In summary h

007695

In summary he re-stated that in view of the fact that they could not find the drum allegedly damaged that they could not define the type of material and that we must recognize that we are operating on a piece of property that does contain other kinds of chemical materials stored under the surface and as long as the ground remains undisturbed there should be no risk.

We concluded our conversation by my giving him my name, phone number and address in case he would like to have Mr. Don Mayer get in touch with me.

The next step is to review this with Betsy Carter, Jack Allen and Chuck Buirge.

Carl A. Smith

CAS:lg

007696